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The Solicitors' Journal.

LONDON, APRIL 4, 1868.

ON THURSDAY AND FRIDAY LAST, the Home Circuit reporter for the *Times*, taking for his text the recent cause list at Kingston, indulged his readers with elaborate dissertations on causes fit respectively for the superior and county courts. To all who have any practical knowledge of the profession, even the facts supplied by the reporter will sufficiently expose numerous errors in his conclusions; while those who have any special knowledge of the real facts will also perceive that even the analysis of cases given is coloured by the peculiarly erratic judgment of the reporter. The mischief, however, which is caused by the publication of such statements is that they are read and accepted as true by the far more numerous class, who have no means of detecting their inaccuracy; a remark which in this very case is illustrated by the appearance on Friday in the *Times* of a leading article, founded upon and adopting the reporter's statement. This article was doubtless written by one of the ordinary contributors who takes his knowledge of the subject from the report, and exposes effectively abuses, a few of which probably exist to a certain extent, while for the majority the sole foundation is the view taken by the reporter. We have scarcely time before going to press this week to expose the errors of judgment and of fact contained in these reports, but can only point out a few. First, it is assumed that in all cases where a verdict is taken by consent, the case is practically undefended; on the contrary it is well known that these include many of the most doubtful cases which could scarcely be satisfactorily decided without going to the House of Lords, and where the parties are persuaded to act on the disinterested advice of their counsel and attorneys, and agree to a compromise. Of course this might be done before so much expense was incurred, but the difficulty of persuading litigants to adopt what is really for their benefit is well known and is conspicuously illustrated by a case quoted by the reporter. A defendant having a cause for trial is advised by his counsel, an eminent leader of the circuit, that the most advantageous mode of raising his defence is by special case. Not being satisfied with this advice, he brings down Mr. Mellish at the expense of 350 guineas or thereabouts, who at once concurs in the advice previously given, which is accordingly adopted.

We also find that in the reporter's view cases involving conflicting evidence of matters of fact ought to be tried either by a county court judge, or a jury of five in the county court, rather than by a full court under the direction of a judge of the highest experience in such matters, even where the parties prefer the latter tribunal. Shortly after this we are told that three cases in which railway companies as defendants had succeeded in recovering verdicts under the able advocacy of a learned leader of the circuit were all fit for the county court. May we ask whether the railway companies would have been likely to succeed there, or at all events whether they must not either have dispensed with the able advocacy, or have paid a very large fee for it without any prospect of getting it paid by the plaintiff, even if he were solvent. Besides this particular instance the comments made on almost every case assume that the result might have been known beforehand. If this were so it is a needles display of wisdom, to remark that litigation might have been avoided. In conclusion, it is worth a remark that the unfortunate illness of the Chief Justice was undoubtedly a hindrance to the conduct of the business of the present assize.

ON THE MIDLAND CIRCUIT, during the present Spring Assizes, the number of causes tried has not been, on the whole, so large as usual, while the calendars have been more than usually heavy. At Warwick the cause list was small, and the amounts recovered by verdict trifling; there were fifty-eight prisoners, including one charge of murder. At Derby there were thirty-three prisoners, mostly trifling cases, and eleven causes, one of which was tried by a special jury. At Nottingham there were nine causes; including three special juries, and at Lincoln ten causes, three being special juries, were set down for trial. There were forty-eight prisoners in this county, most of them committed for crimes of a serious character. At York there were but ten prisoners, including, however, one case of murder, and the cause list numbered fifteen cases, six being special juries.

At Leeds the calendar was very heavy, but the cause list unusually small: it numbered fifty-nine cases, as against 170 last summer assizes; of the whole fifty-nine twenty-three were special jury cases, and of these twenty-three thirteen were actions against railway companies. There were twenty-three actions on contracts and two ejectment cases; in the remainder, the declarations were framed in tort, but many of them no doubt were brought upon wrongs arising out of contract, and partook more of the nature of contracts than of torts. As a matter of curiosity we may state that we remarked that of the fifty-nine writs issued thirty-seven were out of the Exchequer.

Small as the amount of business undoubtedly was, we scarcely think that the depression was due so much to the operation of the new County Court Act as to temporary causes, and especially the universal stagnation in trade, which, as lawyers well know, although a contrary impression seems generally to prevail, affects their business as much as any other. We do not think that the new Act has yet been long enough in operation to enable us to predict from actual experience what effect it will have in lightening the work of the circuit courts. One class of actions it has no doubt almost entirely put an end to—viz., small cases of assault and slander. They were, we regret to say, brought in very many instances merely for the sake of costs, and the new Act, by extinguishing all hope of costs, at least on anything like a remunerative scale, has extinguished, also, the greater part of this sort of litigation. In cases of contract we do not think that the Act has as yet made much difference in the work of the assizes. Nor do suitors appear to have availed themselves to any great extent of the provisions of the 7th section of the Act, whereby actions commenced in the superior courts for a sum not exceeding £50 may be removed to the county court by the order of a judge.

AS A RULE, we have noticed that our transatlantic legal contemporaries are exceedingly polite in acknowledging such extracts as they make from our own columns; this is particularly true of magazines and journals published in the United States, but we are sorry to see that in Canada there is not quite so much decency in this respect. In January last, we printed an article on a subject of some interest to the profession —"The Profit Costs of Solicitor Mortgagee who acts on his own behalf." The *Upper Canada Law Journal* reprinted this without acknowledgment, and we should imagine that its readers in Upper Canada, taking the extract for an original article, must have been a little surprised at the confident tone in which the practice of the English taxing-master's offices was spoken of.

What follows is rather amusing: the *Law Times* espying in the *Upper Canada Law Journal* an article on "Profit Costs of Solicitor Mortgagee," &c.," cuts it out, scratches out the references to the *Weekly Reporter*, and, when such happened to exist, substitutes references to the *Law Times Reports*. Thus modified, the article appears in to-day's *Law Times* as an extract from the *Upper Canada Law Journal*. The whole occurrence illustrates the short-comings in courtesy of our Canadian brethren, as compared with their compeers on the opposite side of Niagara,—and the speed with which, thanks to James Watt's invention, an article in an English journal can be wafted across the Atlantic, reprinted there, brought back again to England, and republished by another English journal as foreign news. The article originally appeared in our own issue of Jan. 4, and reappears in the *Law Times* for April 4.

We need hardly say that we do not impute the smallest blame to our English contemporary for reprinting the extract from the Canadian journal; he could not be expected to know that the article had already appeared in our columns; and he moreover took care in extracting from the Canada journal to make the customary polite acknowledgment which the Canada journal has towards ourselves omitted.

IT IS NOT POSSIBLE to determine exactly what has been the effect of the new County Court Act on the Western Circuit, judging by the circuit which has just ended, except at Bristol. The number of causes entered appears to be somewhat less than at either of the last two assizes, while at Bristol there has been a marked diminution. The numbers were :—Winchester, 12, against 13 last summer; Dorchester, 8; Exeter, 17, against 18 last summer and 14 in the spring; Bodmin, 6, against 7 and 6 at the last two assizes; Taunton, 7, the same number as last year; while at Devizes only 4 causes were entered. At Bristol the number was 10, and here probably may be traced the effect of the new Act, as the small causes which went to swell the cause list will be disposed of elsewhere, and the causes of greater magnitude which arise in Bristol are few in number. Of the whole number of causes, namely 64, or rather less than an average of 10 per assize town, about 6 would have been tried in the county courts but for the issuing of the writs before the 1st of January. Any estimate of the future effect must, of course, be speculative, but it is probable that the business at Bristol will be very considerably diminished, while that at the remaining towns on circuit will be diminished by about one or two causes at each place, a number not large in itself, but considerable in proportion to the amount of business.

AT THE PENZANCE QUARTER SESSIONS, held last Monday before the Deputy-Recorder, an objection was taken to a certain solicitor practising in that court, he being in partnership with the Clerk of the Peace. The objection was grounded on the 14th section of 22 Geo. 2, c. 46, which enacts that no clerk of the peace or his deputy shall act as a solicitor, attorney, or agent, or sue out any process at any general or quarter sessions to be held for the county, riding, division, city, town corporate, or other place within this kingdom, where he shall execute the office of clerk or deputy clerk of the peace, on any pretence whatsoever.—Penalty £50. The Attorneys and Solicitors Act, 1843 (6 & 7 Vict. c. 73, Sched. I.) repeals so much of that Act as relates to attorneys and solicitors. It was contended, however, that this repeal did not affect the clause above mentioned relating to clerks of the peace, and it was observed in illustration of the intention of the clause, that the Municipal Corporation Act of 1835 (5 & 6 Will. 4, c. 76, s. 102) prohibited, under a £100 penalty, a clerk to borough justices of the peace, as therein mentioned, or his partner, from being directly or indirectly concerned in the prosecution of any offender committed by such justices.

The Deputy-Recorder thought that the prohibition in the Act of George 2 was repealed by the Act of 1843; the objection was, therefore, overruled. It would indeed be difficult to maintain that a repeal of the Act of George 2, so far as it related to attorneys and solicitors, did not extend to a provision relating to attorneys and solicitors, clerks of the peace, in the exercise of their vocation. It is, however, a pity that the object of the repealed clauses was not provided for by a section in the body of the Act of 1843; its provision was a wholesome one, and accords with the provisions in Acts relating to other jurisdictions.

NOT VERY LONG AGO a discussion took place in the columns of the *Pall Mall Gazette* on the question whether or not the Bar was or could be properly called a trades'-union, and letters were written advocating each side of this question. An occurrence which took place at Kingston last week, and which has already been noticed by one of our contemporaries, may perhaps revive this discussion and furnish fresh arguments to the disputants who may engage therein.

The occurrence of which we speak is the attempt that was made last week by some members of the Home Circuit to procure the abolition of the rule which prohibits the election to the mess of any barrister who has belonged for more than three years to any other circuit. A gentleman who had been upon another circuit for more than three years wished to become a member of the Home Circuit, and applied for admission almost immediately after he had completed his three years' membership in the other circuit. He was duly elected, subject to a report of a committee of the Home Circuit, who were deputed to ascertain what really was the rule, and whether this particular applicant came within it. The committee reported that there was a rule against the election of any one who had been a member of another circuit for more than three years, and that the case before them fell within the provisions of the rule.

At Kingston upon grand night last week a resolution and an amendment concerning this rule were moved, due notice of which had been previously given. The resolution was to the effect that the gentleman who wished to join the circuit should be allowed to do so notwithstanding the rule; the amendment was that the rule should be abolished altogether. Both the resolution and the amendment were negatived. and the Home Circuit thereby declared that a majority of its members wished that this rule should be upheld in its full stringency. There is certainly some cause for regret if not as to the result of this attempt to alter old rules, at all events as to the manner in which any such alteration as that proposed was negatived.

Setting aside altogether for the present purpose the question whether such a rule as that under discussion last week is useful or the reverse, it seems a pity that the rule should not be the same on all the circuits. This, however, is far from being the case. The rules of the Northern are different from those of the Home, and we believe that the Western Circuit differs from both. It is not easy to ascertain what really are the rules of the different circuits, but it is clear that there is not any general rule applicable to them all.

The supporters of the existing rule on the Home Circuit had a very good opportunity of initiating an inquiry into the rules and practice of the other circuits, with a view to a general agreement on the matter. They preferred, however, simply to retain their own practice.

In commenting on this matter we have purposely abstained from introducing names or any personal matter, because undoubtedly the bar mess is, to a certain extent, a social gathering, and the members of the circuit may naturally object to their discussions being made public. At the same time, as long as social rules relating to the membership of the mess remain the means by which professional rules are enforced, results arrived at after any discussion of these rules are of interest, not only to

all the profession, but to the general public, and, as such, seem to us fair matter for comment.

MR. JOSCELINE F. WATKINS has sent us another letter (which will be found in our correspondence columns) on the subject of Indian solicitors practising before the Judicial Committee of the Privy Council. It appears that before commencing practice, Mr Watkins obtained the opinion of the Registrar of the committee in favour of his so doing, and that another gentleman, similarly situated, made an application to the committee through the Registrar, and in reply to his application obtained permission to practise. Assuming this to be conclusive as to the view of the committee, what is the relationship of the Indian solicitors with their clients and the Court? Has any Court any summary jurisdiction over them? Have their clients any remedies against them as against attorneys and solicitors of this country? The matter is now fully before the profession. Our own opinion remains unaltered, that it is, we will say, best, that gentlemen in Mr. Watkin's position should become, by admission as English solicitors and attorneys, officers of the English courts. Had the application provided for in section 7 of 20 & 21 Vict. c. 39, been duly made, they could have been so admitted upon merely producing a certificate from the presiding colonial judge and passing the examination provided for by the Act, and Mr. Watkin tells us, candidly enough, that such an application would have been made but for the neglect of one of his own body. Whether or no the rule which the High Court have passed requiring English solicitors to pass an examination in the penal code of India, the Indian code of civil procedure, &c., does, as Mr. Watkin "is advised," put the Indian solicitors of the superior courts beyond the pale of the statute is a question which it is not material for us to discuss, but we may observe that, if the statute do not apply to any dependency of the English Crown, it must be on account of the jurisprudence of the courts in that dependency not satisfying the description contained in section 3 of the statute,—and not by any *ex post facto* disproval of preamble of the Act, if we may use the phrase, with reference to the dependency in question. In conclusion, Mr. Watkins sets out how very inconvenient it would be for a solicitor of the Supreme Court to pass the preliminary and intermediate examinations of the Incorporated Law Society, and serve for five years under articles;—for his own part he "must rest content to remain under the disadvantages entailed" upon the Indian solicitors "by their own *laches* in not getting the benefit of the Colonial Attorneys' Relief Act, when they might have done so, but for the default of one of their own body." The five years' clerkship would be an inconvenience, undoubtedly, but the question does not turn upon the balance of convenience, and since it is agreed that the Indian solicitors are to rest content with the disadvantages arising from their own *laches*, the extent of the hardship becomes irrelevant. If the Judicial Committee are of opinion that the Indian solicitors should be at liberty to settle in London and practise permanently before them in Indian appeals without being admitted as officers of the English courts, or satisfying any requirements whatever beyond that of having been solicitors of the Indian Supreme Courts, the decision is with them, but we think some authoritative rule should be laid down, and the subject well considered.

THE CASE OF *Ball* v. *Garrard*, lately decided before Mr. Worlledge in the Ipswich County Court, illustrates extremely clearly the present extraordinary condition of the law as to deeds of arrangement, and the imperative necessity for some such radical change of the law on this subject as that proposed in the new bankruptcy bill. In the case in question Mr. Worlledge held that a clause in a deed, by which the creditors respectively covenanted to indemnify the debtor against any outstanding bills which they had received from him, was unreasonable, and, therefore, rendered the deed void as against a non-assenting creditor. And it is difficult to see how he could have decided otherwise in this particular case, seeing that there are at least three decisions of the Superior Courts, and one of these in the Exchequer Chamber, to the effect that the very covenant in question avoids such a deed. But the state of the decisions is extraordinary. In the early days of the Act all the courts of law adopted the view that in deciding upon the validity of a deed of arrangement they should look at the reasonableness or unreasonableness of its provisions, and if they found anything unreasonable they should hold the deed void. And, acting upon this view, they delivered a series of decisions by which certain of the clauses most frequently inserted in such deeds were declared to be unreasonable and to avoid the deed, and others to be reasonable. But though the doctrine that the reasonableness of provisions was a question for the courts was as fully established as the decisions of courts, short of the House of Lords, could well make it, it is well known that some of the best lawyers in the profession always maintained with confidence that the whole doctrine must ultimately be overthrown. And as the operation of the Act became more and more extended, it was found by the public that the result of the doctrines laid down by the courts, and the spirit in which they dealt with these deeds, was simply this,—that honest deeds were almost always overthrown, and dishonest ones always sustained. For nothing was easier than to frame a good deed on paper never intended to work; but in a *bonâ fide* deed, requiring special provisions to suit the circumstances of the case, it was almost impossible to avoid the pit-falls of the law. And in time the judges themselves began to look upon these deeds with very different eyes, and to reconsider their principles of decision. In particular the doctrine of reasonableness has been gradually falling into disfavour, until at last it has been repudiated by judges who were themselves parties to many of the decisions founded upon it. In *Latham* v. *Lafone*, 15 W. R. 453, Channell and Pigott, BB. thought that the Court could not inquire into the reasonableness of a deed. In *Coles* v. *Turner*, 14 W. R. 412, the Court of Exchequer Chamber carefully abstained from approving or disapproving the doctrine. In *Ex parte Cowen*, 15 W. R. 859, Lord Cairns, L.J., expressed a distinct opinion that the Court could not inquire into the reasonableness of an arrangement. In *King's case*, 16 W. R. 57, Wood, V.C., and Lord Cairns, L J., laid down the rule accordingly. And they have been followed by the Queen's Bench in *Bailey* v. *Bowen*, 16 W. R. 396. The result is that the whole doctrine originally acted upon by the courts of law, is almost, if not quite, overthrown; and yet the cases deciding specific points on the basis of that doctrine remain, and it is difficult to see how an inferior court could disregard them. They are decisions, each of which may possibly be sustainable upon some ground or other, however unsound the principles upon which they were actually decided may be.

SIR R. PHILLIMORE ON RITUALISM.

The elaborate judgment delivered on Saturday last by Sir Robert Phillimore in the cases of *Martin* v. *Mackonochie* and *Flamank* v. *Simpson* has at least one rare merit. It appears to be acceptable both to the promoters and the defendants. Neither side can boast, indeed, an unalloyed victory. In substance the decision was, upon the whole, rather more favourable to the evangelical than to the ritualistic section of the Church. But whilst the judge actually ruled the majority of the disputed points against Messrs. Mackonochie and Simpson, he took care to do full justice to the motives by which these clergymen were animated; and thus it happens that although Mr. Mackonochie has to pay his own costs, although in future no clouds of incense can rise in the chancel of St. Alban's, and although the chalice, if mixed at all, must be mixed furtively before the commencement of the communion

service, he is still able "to express the deepest thankfulness that a judgment, conceived in such a spirit of deep and true catholicity, should have been pronounced at this time. It will do more then anything to calm the minds of those who have been much troubled by many past events." This grateful tribute to the Dean of the Arches will no doubt sound strangely in the ears of Mr. Mackonochie's opponents, and perhaps of some of his friends also. The admirable spirit in which the judgment is conceived, however, thoroughly deserves the commendation bestowed upon it. We believe that neither side intend to lodge an appeal against it, and its conclusions therefore deserve to be examined in detail. Until the recommendations of the Ritual Commissioners are ratified by the Legislature—and this is a contingency which may never come to pass—this judgment will remain an authoritative exposition of the ecclesiastical law upon questions relating to what we may term the code of ceremonial.

The judge's opinion was demanded on the legality of the following practices: First, the elevation of the sacrament over the head of the officiating priest during the prayer of consecration; second, the use of incense; third, the mixing of water with the wine during the service; and fourthly, the use of two lighted candles at the same period, when not required for the purpose of giving light. On the last of these practices the judgment is for the defendants: on the others for the promoters. We propose to make a few remarks on each of them. Each presents some distinctive peculiarities and to each a different set of considerations is applicable.

The practice of elevation was unquestionably common before the reformation, and long afterwards it remained in the Lutheran church. But in the first Prayer-book of Edward VI. it is distinctly forbidden. After the prayer of consecration follows this rubric: "These words before rehearsed are to be said, turning still to the altar, *without any elevation*, or showing the sacrament to the people." This prohibition was omitted from second and from the present prayer book, and the defendant's counsel argued that its omission restored the priest to his ancient liberty. The insertion of the rubric was, it was urged, productive of irreverence: hence it became expedient to remove it and at the same time to introduce a new rubric, directing that the people should receive the sacrament "kneeling." Both changes were to promote reverence in Divine worship. The promoters, on the other hand, contended that the rubric was omitted in the second book, because it had become wholly unnecessary. The doctrine of the corporal presence having disappeared the practice of elevation had disappeared also, and there was no necessity for an express prohibition of it. In support of this view the twenty-eighth article was cited, which contains a statement (though not an absolute command) that the sacrament of the Lord's supper was not, by Christ's ordinance, to be reserved, carried about, lifted up, or worshipped. "The Dean decided in favour of the latter view. "Looking to the spirit as well as the letter of the present Prayer-book, as well as to the article, it appears to me clear," he said, "that those who guided the Church of England through the process of restoration to primitive antiquity were of opinion that the elevation was so connected with the repudiated doctrine of transubstantiation, as distinguished from the real presence, that it ought not to be suffered to remain." Mr. Mackonochie, therefore, was defeated on this point, but as he had, in deference to the wish of the Bishop of London, abandoned the practice before the institution of the suit, the victory over him was but a barren one.

In connection with this first charge was a subsidiary one of excessive kneeling during the prayer of consecration. As to this, the Dean decided that it was too trivial to form the subject of a criminal charge. It was one of those matters upon which the opinion of the Bishop should, as directed in the preface to the Prayer-book, have been taken. We should add that the charge was simply of improper and excessive kneeling. The purpose of the kneeling was not alleged. Had it been averred and proved to have been for the purpose of *adoration*, the decision upon this part of the case might have been different.

The use of incense, whether for "censing persons or things," or otherwise, although admitted to be an "innocent, ancient, and pleasing custom," is pronounced to be unlawful. It is nowhere directly ordered "in any prayer-book, canon, injunction, formulary, or visitation article of the Church of England, since the reformation." Nor is it necessarily subsidiary to the celebration of the Holy Communion. It would, therefore, seem to be a "ceremony" additional to the ceremonies ordered by the Book of Common Prayer. Upon this ground the Dean admonishes Mr. Mackonochie to abstain from burning it for the future.

The mixed chalice stands on a different footing, for in the first prayer-book of Edward VI., the priest is directly enjoined to pour the wine to be consecrated into the chalice, "putting thereto a little pure and clean water." This rubric is not repeated in the second or any subsequent book, but the defendent contended that its absence did not necessarily amount to a prohibition of the practice. The judge, however, pointed out that that though its absence from the second book of Edward VI., is capable of explanation, inasmuch as in that book directions for *all manual acts* accompanying the consecration of the elements are omitted, its omission from the present book is not so easily accounted for. For in it the manual acts are enumerated with particularity, yet there is no mention of water and no injunction to mix the wine with the water. The inference drawn by Sir R. Phillimore, is that the ceremony or manual act of mixing water with the wine during the celebration of the eucharist is now prohibited. He throws out a suggestion at the same time that there would be nothing illegal in mixing the chalice before the commencement of the service. We believe that such is the "use" of the Dominican order.

There remains the question of the lights. Now, as to these reference must be had to the rubric in the present Prayer-book as to ornaments, which is in the following words:—"Such ornaments of the church and the minister thereof shall be retained and be in use as were in this Church of England by the authority of Parliament in the second year of the reign of King Edward VI.;" and the question is whether at that time two lighted candles on the high altar were in use as ornaments of the church by authority of Parliament. The answer depends, mainly, on the validity of the Injunctions promulgated in 1547, which expressly permit the retention of "two lights on the high altar before the sacrament, for the signification that Christ is the very true light of the world." An extraordinary display of learning and ingenuity was lavished by both sides on these injunctions. Mr. Stephens contended that they never had at any time been in force "by authority of Parliament," or that if they had been issued, as Sir J. Dodson, in *Liddell* v. *Westerton*, seemed to have supposed, in pursuance of the Proclamation Act (31 Hen. 8, c. 8), they were still of no effect, as the formalities required by that Act had not been complied with. The Act itself, moreover, had been repealed by 1 Edw. 6, c. 12, and with it, so it was argued, fell the injunctions also. To these arguments Mr. Hannen, who appeared as one of the counsel for Mr. Simpson, especially addressed himself. He showed that the repeal of an Act did not by any means involve the repeal of what had already been done under it. As well might it be held that the abolition of the Fines and Recoveries Act made every previous fine or recovery invalid. He then insisted that the Injunctions were in a twofold sense in force "by authority of Parliament," both under the Supremacy Act (26 Hen. 8, c. 1) and the Proclamation Act (31 Hen. 8, c. 8). Mr. Hannen further pointed out that they were also recognised in the rubric at the end of the Communion Service in the first Prayer-book of Edward VI., and incidentally had been treated as valid by the Privy Council. The learned judge was

convinced by this argument, and held that the Injunctions had in the second year of Edward VI. legal force and parliamentary authority.

But it was further contended by Mr. Stephens that the lights allowed were to be "before the sacrament," *i.e.*, according to him "before the *reserved* sacrament." On this view they would now be illegal, though the injunctions were legal, for reservation is no longer permitted in the English Church. The Dean, however, came to the conclusion that the words "before the sacrament" were equivalent to "during the celebration of the communion service," and that the two lights allowed were quite distinct from the single lamp which is always kept burning in Romish Churches before the tabernacle containing the host.

Such is the brief outline of this most interesting decision, which, whatever be the result of the Ritual Commission report, must be a "leading case" in English ecclesiastical law. This is the first important occasion on which Sir R. Phillimore has been called on to exercise his powers as Dean of the Arches, and although his position was complicated by his having originally been a counsel in the case of *Martin* v. *Mackonochie*, he has both by his impartiality and learning proved himself a worthy successor of the great judges who have preceded him in his high office.

CRIMINAL LAW.

No. III.

The existence or non-existence of a criminal intent in a person's mind upon a given occasion is a question of fact which the jury have to decide in almost every criminal trial. It is impossible to obtain direct evidence of what was passing in a person's mind at a particular time in reference to a particular transaction, except through some statement of the person himself; and as the accused on a criminal trial cannot be a witness, such evidence as this is seldom to be procured.

The intention, which is merely the internal resolve of the mind, can only be judged of from acts, and a man's motives and objects must be gathered from his conduct. What particular acts and conduct are sufficient to indicate the guilty intention which is imputed to the accused is a question of fact to be decided by those who are conversant with human affairs, and whose experience enables them to judge of the connection between conduct and intention. The only way, therefore, in which a jury can ascertain this intention, is by inferring that every man means to produce that which is the natural and probable consequence of his own act. A person who does an act deliberately, necessarily intends that which must be the consequence of the act, and if a particular result be the probable consequence of a man's act, he is as answerable for producing that result as if it were his actual object. It follows from this rule that a person may have a criminal intent in doing an act, although the ultimate result of that act may be very different from what he in fact originally purposed to do. For instance, "it makes no difference in point of legal distinction whether death result from a direct intention to kill or from wilfully doing an act of which death is the probable consequence, according to the rule just mentioned that every one must be presumed to contemplate the probable consequence of his own act. Neither is there any difference between the direct intention to kill and the intention to do some great bodily harm short of death, such case being within the immediate operation of the principle just adverted to, as no one can wilfully do great bodily harm without placing life in jeopardy." The proper test of guilt in such cases, is that of knowledge and consciousness, on the part of the wrongdoer, that hurt or damage will probably result from what he does; his criminality consists in the wilfully incurring the risk of causing such hurt or damage. If there be this intention to produce a consequence forbidden by the criminal law, then the person doing the act will be liable to punishment, although he may have been ignorant that the law forbade the act (ignorance of law not being an excuse for the commission of a crime), and although he might have in fact the intention of producing what appeared to him to be a most praiseworthy and laudable result. "To allow any man to substitute for law his own notions of right, would be in effect to subvert the law. To investigate the real motive in each case would be impracticable, and even if that could be done a man's private opinion could not possibly be allowed to weigh against the authority of the law." The active intention to commit an act punishable by the criminal law is often denominated malice, and it is frequently of great importance to ascertain the exact meaning of this term. The question has most frequently received consideration in cases of homicide, but it will suffice to notice here that malice in criminal law has a wider signification than in ordinary language, and denotes the intention in a person's mind to produce some mischievous consequence, and not any feelings of enmity or illwill towards a particular individual. If, therefore, A. were to shoot into a crowd with a general intent to kill, but not directed against any person in particular, and were to kill B., A. would be guilty of killing B. maliciously, and A.'s crime would be the same if he had fired recklessly into the crowd and so killed B., although there was no actual intention in A's. mind to kill, but only a wilful indifference as to the probable result of his act; the intention to murder being malice in law, though the intention was not directed against the person who in the event suffered from the act. This kind of active criminal intent is also sometimes expressed by saying that an act has been done wilfully, which means much the same as that it has been done intentionally or designedly.

Not only does the intent which actuates a person in doing an act frequently decide whether that which is done is criminal or merely actionable, it may also happen that the mere intent in a man's mind may render criminal an act, which, without such intent, would not even be actionable. This is often the case where the crime of attempting to commit a felony or misdemeanour has been completed. Besides the instances already noticed, where the mind actively wills the production of a wrongful act, there is also another class of cases as before pointed out where the mind is passively to blame. "In these cases the *mens rea* exists, but in a distinct and mitigated character." There is not much distinction except in degree between a direct intention to do a wrongful act and an indifference whether such act is done or not. "A party is, therefore, justly liable to criminal censure, who is not reasonably vigilant in avoiding all risk of danger, and where through that default mischief results which might by the exercise of due care have been avoided." A person may, therefore, become criminally liable for omitting to take due care or for doing a lawful act carelessly, as in the case of a workman throwing down a stone negligently from a scaffold and killing some one below. Negligence of this sort may, however, be more properly considered as an act done than as an omission to do an act. If a stone is thrown negligently from a scaffold, the criminal act done is the throwing down the stone in an improper manner, although the ground of an indictment for so doing might be described as the neglecting to take proper precautions in doing a lawful act. The same observation applies to cases where injury or death is caused by negligent driving, or, indeed, by any kind of negligence; as where the death of a patient results from the negligence or ignorance of a medical man. In most of these cases what we have said as to criminal acts applies equally to acts of this nature, which are, however, more frequently treated of as offences of omission than of commission.

There may also be cases where mere abstinence from action may be criminal. For instance, "it is an offence at common law to refuse to serve an office

when duly elected." So also it is an indictable offence to refuse or neglect to provide sufficient food for any infant of tender years unable to provide for or take care of itself (whether such infant be a child, apprentice, or servant), whom a man is obliged by duty or contract to provide for, so as thereby to injure its health. In cases such as these the crime consists in omitting to do that which one is, under an absolute duty, bound to perform. "The characteristic difference between the *mens rea*, as applicable to these two great classes of cases where the mind is actively or passively to blame, consists in this, that in the latter the offender for want of exertion does not foresee and avoid mischief when he might have done so, in the former he incurs (in the case of homicide especially) a far more serious degree of responsibility in knowingly and wilfully encountering the danger of causing the mischief which was, as he knew, likely to result."

(*To be continued.*)

RECENT DECISIONS.

EQUITY.

BILL OF EXCHANGE—PAYMENT SUPRA-PROTEST FOR HONOUR.

Re Overend & Gurney, Swann's case, 16 W. R. 560.

This case raises an important point on the law of bills of exchange, and one remarkably devoid of authority, viz., what right against the acceptor of a bill has a person who takes it up when overdue, "*supra* protest for the honour of the drawer."

To save the trouble of a reference to the report we subjoin the short facts of the case.

Cattley & Co., merchants in St. Petersburg, regularly supplied Swann, a flax-spinner in Scotland, with flax, and used to draw bills on Swann, which, for convenience, they remitted to Overend, Gurney, & Co. and drew bills against their general credit with Overend, Gurney, & Co. When Overend, Gurney, & Co. stopped payment they were under acceptances to Cattley & Co. for £26,000, but only £6,000 was ultimately realised from the remittances made by Cattley & Co. to Overend, Gurney, & Co. The £26,000 worth of billls drawn by Cattley & Co. on Overend, Gurney, & Co., were dishonoured by Overend, Gurney & Co., and protested. The bills, having been negotiated by Cattley & Co., were then in the hands of Drake & Co., Russian agents in London, and Cattley & Co. were unable to meet them. This being so, the flax then ready for shipment would, by the Russian law, have been liable to seizure. To avoid this, Swann preferred to meet the bills, but Drake & Co. would not let him pay them before maturity, because in that case he could have sued their St. Petersburg correspondents who had negotiated the bills as indorsees. Swann then paid the bills *supra* protest, "for honour of the drawer," and now claimed to prove under the bankruptcy of Overend, Gurney, & Co., the acceptors for the amount.

On the part of the official liquidator of Overend, Gurney, & Co., it was contended that such a person who takes up a bill *supra* protest "for the honour of the drawer," stands simply in the position of the drawer, and could have no greater right against the acceptor. On the other hand it was contended, on the part of Mr. Swann, that he could have, and, under the circumstances of the case in question actually had, a larger right.

It will be seen by the case that Mr. Swann had not taken up the bills in question in fact for the sake of the drawer only, but for the protection of his own interest; and also that the drawer could not have sued the acceptor; on account of a want, or, more correctly speaking, a failure of consideration. Under these circumstances Mr. Swann had to establish three propositions: first, that having so taken up the bill he stood in as good a position as an indorsee for value of an overdue bill; secondly, that such an indorsee could sue the acceptor, in cases where the drawer could not, provided only that there was no equity attaching to the bill itself preventing the action being brought; and, thirdly, that in the particular case there was no such equity, but merely a personal or collateral matter preventing the drawer from suing. Vice-Chancellor Malins admitted the proof, thereby declaring himself satisfied that these three propositions were established. This decision has been appealed against, and there is no doubt that the questions involved are of considerably nicety. We may at once dismiss the third proposition, which depends only upon the facts of the particular case, and of which, doubtless, different views might be taken, merely remarking that it is to be hoped the Vice-Chancellor's decision upon this point will not be reversed, as in that event a final decision on the more interesting and generally important points would probably not be obtained.

As to the other points, the first thing that attracts attention is that the the case of *Ex parte Lambert*, 13 Ves. 179, is distinctly declared by the Vice-Chancellor not to be law. The reasoning by which he arrives at this conclusion (which, however, we are inclined to think a correct one) is not perfectly clear. The authorities which he cites as overruling that case all go to the point involved in the second proposition, as to the position of an indorsee for value of an overdue bill; and indeed there can be no doubt that they establiah that proposition as good law. *Ex parte Lambert* does not, however, appear, from the report at all events, to have been a case of an indorsement after maturity, but of a payment "for honour of the drawer." How, therefore, it can be said to be overruled by the other cases quoted, it is difficult to understand. The Vice-Chancellor does, however, tell us that the registrar's book shows that the bills in *Ex parte Lambert* were really taken up before maturity. The exact inference as to what was really decided which he draws from this does not appear from his judgment, but undoubtedly it does tend to show that the report in Vesey, as interpreted by its head note, is of no authority; for Lambert did not really pay dishonoured bills *supra* protest, as appears by the report. He must, therefore, either have been indorsee,—and then, as the indorsement was before maturity and without notice of the bills being accommodation bills, there can be no question that he was entitled to sue the acceptor, and a decision to the contrary cannot now be treated as law—or else he must have paid the bills without their being protested as overdue, in which case it is clear that he does not come at all within the exception which the law merchant has ingrafted upon the ordinary rule that no man can make himself creditor of another without his consent. Thus the case certainly is not satisfactory as an authority, though it is difficult to say whether or not what was really decided in it has been overruled. The most important point in the present decision is that involved in the first of the three propositions; and the question comes in effect to this, does a person paying "for honour" of a party to a bill acquire an independent title to the bill or does he stand simply in the place of the party for whose honour he pays? If he really acts merely as the agent of that party it will be admitted that he acquires no further right then his, and this was not disputed in the present case; but where he has an independent interest of his own, as in the present case, and is, as cannot be denied, a party to the bill so far as to be able to sue on it in his own name, ought he not to be considered really as having an independent title? The Vice-Chancellor held that he ought, and our impression is that his decision will he upheld on appeal, although of course in a question of so great nicety and so bare of authority it is impossible to predict the result with any great degree of confidence. On this point again, however, there seems to be some confusion in the Vice-Chancellor's judgment. He quotes apparently with approval a passage

showing that the stranger paying the bill supra protest steps into the position of the party *for* whom he pays and may sue all persons *liable to such party*, and yet he goes on in the result to hold that Swann took the bills as indorsee for value from Drake & Co., the holders at maturity, with a qualification as to the release of indorsees subsequent to the drawer's. This is rather giving him the position of the persons *to* whom he pays (it would be exactly so in the case of there being but one indorsee) than of the persons *for* whom he pays. Further, the Vice-Chancellor holds that he may sue the acceptor who, in the present case, was a person *not* liable to the party for whom he paid.

The true rule appears to be that given by Bayley on bills of exchange, that on payment for honour the payer holds, as upon a transfer from the person for whom he made the payment, not as upon a transfer from the person he has paid. It is remarkable that there is a case which, as it appears to us, is very much in point, but which does not seem to have been cited in the argument by any of the able counsel engaged, or noticed by the Vice-Chancellor. We allude to *Goodall* v. *Polhill*, 1 C. B. 233. There upon a question whether a notice of dishonour was given in time it became material to decide in what character the plaintiff, who had paid for honour of a party to the bill, held it. The case was very elaborately argued by Serjeants Channell, Byles, and Shee, and the Court (Coltman, Cresswell, and Erle, JJ.) held that the above quoted passage from Bayley laid down the true rule. Admitting that this is correct, so far as it goes, then the question whether, upon a transfer of the bill made in this manner, the transferee can stand in a better position than his transferor should upon principle be determined by the circumstances under which he becomes holder, as it is upon an indorsement. Where a person making himself holder by paying for honour is a mere agent, paying in effect with his principal's money, the case is analogous to an indorsement without consideration. But where, as there appears to have been in the present case, there is an independent consideration, such a holder ought, we think, to be considered a holder for value, and be put in the same position as an indorsee.

It is, perhaps, worth notice that, from Parsons on Bills of Exchange, a recent American publication, it appears that there have been in that country *dicta* of judges, if not actual decisions, upholding *Ex parte Lambert*.

SET-OFF—EFFECT OF PROOF BY EXECUTOR IN BANKRUPTCY OF TESTATOR'S DEBTOR.

Stammers v. *Elliott*, 16 W. R. 489.

The equitable doctrine of set-off was historically dealt with by the late Lord Justice Turner when Vice-Chancellor, in *Freeman* v. *Lomas*, 9 Ha. 109. Tracing the practice of allowing a set-off in the case of cross-demands, to a period anterior to the statute 4 Anne. c. 17, which contains the first statutory provision for set-off in Bankruptcy, Vice-Chancellor Turner carried the rule back to the Roman law (Dig. Lib. xvi., tit. *de compensationibus*) where it is said:—

"*Ideo necessaria est* compensatio, *quia interest nostra potius non solvere, quam solutum repetere*," and in another section a little further on, "*quinetiam* compensationem *æquitas poscere videtur, nam dolo facit qui petit quod restituturus est.*"

The Vice-Chancellor also cited another passage from the same title as indicating that the Roman law did not allow this "compensation" where the cross-demands were not in the same right. However this may have been, it is certain, as the Vice-Chancellor put it in *Freeman* v. *Lomas*, that, "except under special circumstances, Courts of Equity have never allowed cross-demands existing in different rights to be set one against the other."

Agreement between the parties would be a "special circumstance, and when it would be manifestly convenient to allow the set-off the Courts have occasionally acted on slight evidence of such an arrangement. Where a legatee under a will, or a person entitled to a share under an intestacy, is indebted to the testator's, or intestate's, estate, the cross-demands of himself and the executor or administrator exist clearly in the same right, and the executor or administrator has therefore a right to set-off the amount of the debt against the amount payable to the debtor under the will or intestacy (vide *Bousfield* v. *Lawford*, 11 W. R. 842). (These cases must not be confused with cases in which the question is whether a legacy is or is not to be regarded as showing that the testator meant to waive the debt). In *Smith* v. *Smith*, 3 Giff. 363, Vice-Chancellor Stuart carried the principle as far as to "set-off" a debt due by a partnership to a testator's estate against a legacy bequeathed to an individual member of the firm. Whether such an application of the principle can be supported is questionable, but in the ordinary case it is well settled that a legatee (or the assignees in bankruptcy of a legatee, who succeed merely to his title) indebted to the testator's estate, cannot claim payment without accounting *per contra* for the amount of the debt.

In *Stammers* v. *Elliott*, the present case, a bankrupt interested under a will was indebted to the testator's estate, and also indebted separately to the executor. As regarded the debt to the executor it was evident that the cross-demands being in different rights, the doctrine of set-off did not apply. As regarded the debt to the testator the bankrupt was entitled as one of several residuary legatees, and also entitled to shares under the intestacies of the other residuary legatees. Here, clearly, the doctrine of set-off applied, and his assignees would have been unable to claim payment under the will without accounting for the debt due by the bankrupt to the testator, but for the circumstance which gave rise to the second and most important question in this case.

The executor had *proved*, under the bankruptcy, for the debt due to the testator's estate; but it was contended that the ordinary rule by which proof extinguishes the debt, did not apply, and that this proof did not extinguish the debt as against the other legatees and their representatives, whose shares of residue would of course be diminished if the bankrupt were to receive everything and account for nothing. In *Ex parte Dicken*, Buck. 113, Lord Eldon held that the proof by the trustee of a settlement of a debt, under a commission in bankruptcy, did not extinguish a lien which the *cestuux que trustent* previously had. Vice-Chancellor Malins thought that *Ex parte Dicken* governed the present case. Lord Chelmsford reversed his decision upon this point, distinguishing between the case of an executor and a trustee. The former, he said, has an absolute power over the debts of his testator, and can deal with them as he pleases. The decision on this point is one of much importance, and it is strange that the point should not have been raised before.

It may, perhaps, be suggested that Lord Chelmsford's decision does not conclude those cases in which, as is commonly the case, the executor and trustee are one and the same person. (It is immaterial what was the provision in the will in *Stammers* v. *Elliott*, for Lord Chelmsford did not notice the question which we are now noticing.) It appears, however, to us that for this purpose the functions of executor and trustee, though vested in the same individual, may, for this purpose, be distinguishable. He acts as executor in getting in the testator's estate, and, *quâ* executor, Lord Chelmsford holds that his proof under a bankruptcy extinguishes a debt due to the estate. He acts as trustee in retaining and administering for the beneficiaries under the will—the testator's realised assets. So long, therefore, as *Stammers* v. *Elliott* remains an authority, it seems a conclusive decision as to executors. Whether the difference between the powers of an executor and those of a trustee is sufficient to maintain Lord Chelmsford's distinction

between the present case and *Ex parte Dicken* is a further point upon which much may be said. Such distinctions give rise to much litigation, and if *Stammers* v. *Elliott* remains law we incline to regard *Ex parte Dicken* as an authority of, at least, very limited application.

COURTS.

COUNTY COURTS.

IPSWICH.

(Before JOHN WORLLEDGE, Esq., Judge.)

March 18.—*Ball* v. *Garrard.*

Composition deed—Certificate of registration not conclusive evidence—Unreasonableness.

His Honour gave judgment in this case, heard at the last court. It was an action to recover £6 18s., the balance of the price of a piano sold by the plaintiff to defendant. The defence was a composition deed, dated June, 1867, and duly registered in the Court of Bankruptcy in London in July, 1867.

Mr. Jennings, for the defendant, contended that the certificate of registration was conclusive evidence that all the requirements of the 192nd section of the Bankruptcy Act, 1861, had been duly complied with, and that this Court was estopped from enquiry into the validity of the deed by the certificate of registration, and was bound to hold the deed valid and binding upon the non-assenting creditors, of whom the plaintiff was one. He relied mainly on *Lloyd* v. *Harrison*, 13 W. R. 602; *Re Richmond Hill Hotel Company, ex parte King*, 14 W. R. 737, L. R. 4 Eq. 566.

Mr. WORLLEDGE now referred to these cases, and also to others, and said he adhered to the opinion he expressed at the trial, that the certificate of registration is not conclusive evidence of the validity of the deed, which he then proceeded to consider. Mr. Pollard, for the plaintiff, took several objections to the deed, but it was only necessary to consider one of them, as that one was clearly fatal. The deed contained a covenant of indemnity of the debtor from bills of exchange then due, or subsequently falling due. Now, in *Wood* v. *Foote*, 11 W. R. 389; *Ingelbach* v. *Nichols*, 11 W. R. 697; *Oldis* v. *Armston*, 15 W. R. 965, a similar covenant to indemnify the debtor against outstanding bills, which the creditors may have taken from the debtor, and put into circulation, was held unreasonable, and to invalidate a deed registered under section 192 of the Bankruptcy Act, 1861, as against non-assenting creditors. He was bound by these decisions, and therefore held the deed of June, 1867, invalid as against the plaintiff, a non-assenting creditor, and the judgment of the Court must be, therefore, for the plaintiff, with costs.

March 19.—*Smith* v. *The Great Eastern Railway.*

A cask delivered to a railway company for carriage was discovered by their goods receiver to be leaky.

Held, that the company should thereupon have taken precautions to stop the mischief, and, in default, that they were liable for damage.

In this case (which was heard at the last court) the plaintiff, a wholesale grocer in Ipswich, sought to recover from the defendants the sum of £8 8s., being the value of a puncheon of treacle, which was entrusted to the defendants, as common carriers, to be conveyed from London to Ipswich, and there delivered to the plaintiff, but which was not delivered, but, on the contrary, the puncheon was broken and the contents lost, through (as the plaintiff alleged) the default of the servants of the company.

Mr. WORLLEDGE, in giving judgment, referred to the evidence given in the case, and said the foreman to the consignor in London swore that the cask was sound when delivered to the company's carman, but the goods receiver at Brick-lane station observed that it leaked, and wrote leaky opposite to the entry of the puncheon on the declaration. Wm. Fisk, a cooper, a witness for the defendants, stated that in his opinion no treacle puncheon ought to be sent out without iron hoops at the ends. The puncheon in question had no iron hoops but only wooden hoops; but if the puncheon was delivered to the railway company in an improper state for transit by rail the defect was patent, and the company, having accepted it with wooden hoops only, could not set that up as a defence. It had been held by Lord Ellenborough that where the carrier was informed of a leakage, it was a duty he owed his employers to have the leak examined and stopped at one of the stages where he stopped. In this case, when the puncheon was discovered to be leaky at the Brick-lane station, precautions should have been taken to obviate any mischief of which the leakage might be a premonitory symptom. The company were liable, and the judgment of the Court must be for the plaintiff for £8 8s., with costs.

BIRMINGHAM.

(Before R. G. WELFORD, Esq., Judge.)

March 23.—*Horton* v. *Philips.*

Arbitration—Replevin.

An action in replevin was, by an order of reference, dated December, 1867, *referred to arbitrators, under the County Court Acts. The award was made in February*, 1868, *and certified that the plaintiff should recover from the defendant all costs, fees, and expenses of the action and reference.*

Held, that the amount of the rent claimed must govern the scale on which the costs were to be taxed.

That the scale of costs appended to the rules issued under the County Court Act, 1867, *did not apply.*

And that, the costs having been taxed ex parte, *the taxation should be reviewed in the presence of both parties.*

In this case, which was tried last week, Mr. WELFORD now gave judgment. Mr. Rowlands appeared for the plaintiff, and Mr. Hawkes for the defendant. The judgment was as follows:—

The action in this case is in replevin, and was referred in the usual way, by consent of both parties, to arbitration under the provisions of the County Court Acts. By the award of the arbitrators it was certified that the plaintiff was entitled to a verdict, and that the plaintiff should recover from the defendant all costs, fees, and expenses of and incident to this action, and the references thereunder. The order of reference is dated the 10th December, 1867, and the award is dated the 18th February, 1868. Under that award judgment is entered for the plaintiff, and the costs have been taxed at £45 12s. 6d. On behalf of the defendant, an application was made to the Court on the 17th of March inst., to set aside the order of the 18th of February as informal, and that the taxation of costs might be reviewed. The latter part of the motion is the substantial part, and the questions for my consideration are resolved into the ascertainment of whether or not the principles on which the registrar has taxed the costs are correct

The first question is by what scale these costs ought to be regulated, that is, whether the scale for demands above or below £20 is the right one, and this depends upon the solution of the question whether in an action of replevin the amount of the rent distrained from the defendant in the action, or the amount of damages claimed in the plaintiff's plaint, is to govern the taxation of costs. This question is not free from difficulty. The substantial matter to be tried in an action of replevin is whether the distress made was lawful, that is, whether the amount of rent distrained for was due to the defendant in replevin. The form of the action is that the plaintiff in replevin claims damages for an unlawful distraint of his goods, *i. e.*, maintains the negative that the rent claimed by the defendant is due. On looking at the statutes and rules governing this court, as regards actions of replevin, I find that it is by inference and comparison of different sections and rules rather than by any specific directions that the question I have referred to must be resolved. By the 119th section of 9 & 10 Vict. c. 95, all actions of replevin in cases of distress for rent in arrear which shall be brought in the county court, shall be brought without writ in the county court; and the 120th section provides that this action shall be entered in the Court for the district wherein the distress was taken. Then by the 65th section of 19 & 20 Vict. c. 108, an action of replevin may be commenced in any superior court, when the replevisor (the plaintiff) at the time of replevying shall give to the registrar security for an amount sufficient "to cover the alleged rent, in respect of which the distress shall have been made, and the probable costs." By the 66th section, there is a similar provision with respect to the county court, when the replevisor wishes to commence proceedings in the county court. And by the 67th section replevins are to be removed into a superior court by order of a judge, on giving security to defend the action. Here the security is for such sum, not exceeding £100, as the master shall think fit, being, in fact, the probable costs of the removal of the proceedings, but having no reference to the amount of rent, for which provision had been made by the

previous section, 66. Section 68 gives an appeal from the decision of the county court in all actions of replevin where the amount of rent exceeds £20. The rules as to replevin actions made under the statutes are the same as the rules on the same subject in the old rules 259 to 263 in the consolidated rules. The forms are also the same as the consolidated forms 154 to 158. On referring to these forms I find that "for judgment for plaintiff in replevin" I am to see form 57. That form is the common form of a judgment for plaintiff for debt or damages and costs, to which there is a memorandum appended that this form will by striking out the words on the —— day of ——, in line 6, &c., apply to judgments in replevin where the judgment is for the plaintiff. The form so modified as to be adapted to a judgment for the plaintiff in replevin is simply that plaintiff recover against the defendant £ —— for damages, and £ —— for costs, amounting together to £ ——, with a direction for payment to the registrar. In such a case the damages will be only the expense of the replevin bond, &c., whatever may be the amount claimed and to defend himself from which claim the action of replevin had been brought. Such a plaintiff, therefore, could never obtain costs payable in respect of more than £5, because his damages would necessarily be under that amount, and such, in fact, is the defendant's contention in this case. Where the defendant in replevin succeeds, the judge or the jury (by rule 262) before whom the action is tried is required "to find the value of the goods distrained, and if the value be less than the amount of rent in arrear, judgment shall be given for the amount of such value; but if the amount of the rent in arrear be less than the value so formed, judgment shall be given for the amount of such rent, and may be inforced in the same manner as any other judgment of the Court." Thus, where the plaintiff in replevin (the tenant) obtains a verdict, he gets only as damages the expenses he has been put to in replevying his goods, because that is the measure of the actual loss (so far as the replevin goes) he has sustained by the wrongful distress. But where the defendant in replevin (the landlord) succeeds, the amount of his rent is to be ascertained, and for that amount and costs he is to have judgment, recoverable in the usual manner. Now, regarding the substantial matter in dispute between the parties in the action of replevin, it is impossible not to see that the positions of the plaintiff and defendant are transposed; the plaintiff is in fact resisting, and the defendant is asserting, a claim to the amount of rent distrained for. The plaintiff, succeeding, gets merely the expense he has been put to in replevying—that is, successfully resists the defendant's clain for rent; but the defendant, succeeding, obtains a judgment for the amount he claimed for his rent. I am of opinion, therefore, that the amount which must govern the scale on which costs are to be taxed, must be the amount of the rent claimed by the defendant. The 68th section, 19 & 20 Vict. c. 108, which gives an appeal from the county court where the amount of rent exceeds £20, strongly supports that view; for it is plain that the appeal is open either to the plaintiff or defendant in replevin. I think that costs in the present case were rightly taxed on the higher scale—*i. e.*, for claims above £20.

The next question on this application, whether the scale of costs for taxation is that appended to the consolidated orders which came into operation on the 1st January last, or that previously in use, is not one of much difficulty. The 34th section of 19 & 20 Vict. c. 108, directs the taxation of costs where the claim is over £20. with power of review by the judge, adding that "costs or charges" shall be allowed on such taxation which are not sanctioned by the scale then in force. The committee of county court judges, who are authorised to frame scales of costs, say they have "framed the above scales of costs and charges (*i. e.* to the consolidated orders) to be paid to counsel and attorneys in the county courts in lieu of all other scales of costs and charges whatsoever." The scale on which the registrar is bound to tax the costs and charges brought before him in February last was, therefore, not "then in force."

The principles on which the registrar has taxed the costs, thus appear to me to be correct, and the only remaining question is whether the defendant in replevin should have the opportunity of contesting before the registrar the propriety of the various items of costs, the costs having been taxed *ex parte*, according to the ordinary practice of the court. I think that, under the circumstances of this case, the defendant, if he desires it, should have such an opportunity, and that the registrar should be directed to review his taxation in the presence of both parties, the costs of such reviewing to be borne as determined by the registrar. I propose to give no costs on either side of this motion.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

April 1.—*Matthews* v. *Tingle.*

The legal responsibility arising out of fetching a doctor to a sick acquaintance.

The plaintiff, a surgeon, sought to recover a sum of between three and four pounds for attendance on a lady, an acquaintance of the defendant. It appeared that the defendant called on the plaintiff and asked him to visit the lady, saying that she was dying, and that he (defendant) would pay the expenses. The lady did not die, but under plaintiff's treatment rapidly recovered, and was now in good health.

The defendant said his promise to pay only extended to the first visit. The lady in question was an acquaintance of the defendant's wife. The servant of the lady came to his house with a message to his wife, to the effect that the lady was taken suddenly ill. The wife went to see the lady, and defendant went for the doctor. Told the doctor the lady was dying, and that he would pay, but was not aware that the attendance had been continued, and had no idea that a bill was being run up against him.

MR. PITT TAYLOR said the defendant had clearly rendered himself liable. If he only considered himself responsible for the one visit, he ought to have made that clear to the plaintiff, who had gone on under the impression that defendant was to be paymaster. Defendant had done nothing to alter that impression, and must pay the money.

GENERAL CORRESPONDENCE.

INDIAN SOLICITORS PRACTISING BEFORE THE PRIVY COUNCIL.

Sir,—In addressing you a second time on the subject commented on by you on the 15th ult., and again on the 14th current, I feel that it is a matter of too much importance to call for any apology on my part for doing so.

If I could have imagined the line of argument that you would adopt in replying to my letter, I might have anticipated a considerable portion of it by stating—

1st. That I was a solicitor and proctor of the Supreme Court at Calcutta for some years prior and up to the abolition of that court, and the substitution of the High Court in its place, which took place in 1862; and that I was also *ex officio* a pleader and vakeel of the Sudder Court, and not, as your article would infer, admitted subsequent to the substitution of the one court for the other.

2nd. That as a solicitor and proctor of the Supreme Court at the time of its abolition, I became *ipso facto* a solicitor and proctor of the High Court, and I also on my return to India in 1862, obtained my sunnud as a pleader and vakeel in the High Court in its appellate Jurisdiction (which answers to the old Sudder Court), and not only had right of audience before the Court, but exercised it not unfrequently.

I believe (so far as is applicable to the past) you are tolerably correct in stating that clients in India have had very little to do with the choice of their solicitors in England, though at the same time I may mention that there are a few names of both solicitors and counsel, "household words" with native clients in Bengal and the North West Provinces, and when practising in India myself, I frequently was instructed to retain, through my London agents, those particular counsel. As it appears from your own article that I am the first solicitor from India (not admitted in England) that has commenced to practise in cases before the Judicial Committee on appeal from the courts in which I am a practitioner, any previous practice as to mookteahs instructing the London agent does not necessarily apply either to the case of myself or any other Indian Solicitor that might practise there, and is not nearly so likely to apply in cases where the person, who has the conduct of the case in England, has been for many years practising in the courts from whence the appeals come, and who may have gained such a reputation there as to cause his old clients, and their friends, to entrust their interests to his charge direct, and without the intervention of any third party. Speaking for myself, I can say that nearly all the cases in my care are from old clients of my own, and

some of them are cases in which I acted or advised on in India.

You admit that Canadian lawyers, being both attorneys and advocates, are entitled to act, and I, having shown that in the High Court on its appellate side I was both attorney and advocate, prove on your own ground an analogous case.

I do not know what the special arrangement is that you refer to, under which Scotch writers to the signet and Scotch advocates practice before the House of Lords in Scotch appeal cases, without the intervention of a London agent, but it certainly appears to me that the special knowledge of Scotch law which those gentlemen must have must be the reason for their being allowed to practise there, and that the same law applies to Indian lawyers in Indian cases.

I now come to that portion of your article in which you state you consider gentlemen in my position who mean to practise in these cases, should first be admitted English solicitors and attorneys; and, as a very important question turns on this point, I trust you will pardon what otherwise might appear a most lengthy intrusion in your columns.

You are aware that the law administered by the Supreme Courts in India was the same as that administered in the courts in England, with certain exceptions with reference to Hindoo and Mahomedan cases and local legislation, which, however, did not exempt candidates for admission on the rolls from having to undergo the same examination that he would have had to have done in England, but was in reality in addition thereto. He had, of course, to serve his time under articles of clerkship and to produce necessary certificates of character, &c., to the examiners.

On the 1st of August, 1868, certain rules were passed by the then judges of the Supreme Court (the preamble to which stated that the object of them was to entitle the attorneys of the said court to the benefit of the Colonial Attorneys Act) under which "any attorney or solicitor of one of her Majesty's Supreme Courts of Law or Equity in England shall be entitled to be admitted an attorney of this court without service or examination in India, on production of his certificate of admission in such English court, and giving satisfactory assurance of his good character and ability." A great number of English solicitors obtained admission under this rule.

Some time after this a petition to the Governor-General in Council was prepared, praying him to make the application provided for in section 7: Act 20 & 21 Vict. c. 39, the carriage of which petition was entrusted to a member of the profession who neglected, as I have heard (for I was in England at the time), to present it, and before anything was done in the matter the High Court was established, the procedure was altered, and a rule was passed requiring English solicitors to pass an examination in the Indian penal code—the code of civil procedure, the letters patent constituting the High Court, and the rules of Court, and Insolvent Act and rules. This, as I am advised, put us out of the pale of Act 20 & 21 Vict. c. 39, and how we are to get the benefit of its provisions, except by Imperial legislation, I am at a loss to ascertain.

The result of all this is that any Indian solicitor, however high a character as a respectable man or a lawyer he might bear, wishing to get admitted on the English rolls would have, first of all, to undergo a preliminary examination before he was allowed to enter into articles, then have to serve under articles for five years (I believe), and then, after an intermediate examination, undergo another examination before admission. These are strong objections, and you can imagine that after having been for some years, as I was, one of the examiners appointed by the judges of the Supreme Court to examine candidates for admission on the rolls, it would rather go against one's feelings to have to submit to the preliminary and intermediate examinations (such as obtain here) and then have to go over five years service as a clerk, when with a little reading, as many weeks, or at any rate months, would enable one to study those particular portions of English law in which, from want of practice, one might have grown rusty, and enable one to undergo an examination on those portions of the English law and practice in the same manner that English solicitors have now to undergo an examination in the law peculiar to India before they are admitted there: and to do this, and pay the stamp and admission fees, no reasonable man could object. For myself, I have too much regard and respect for the old Supreme Court, defunct though it be, to submit myself to the preliminary examinations, or to become a clerk again, and must therefore rest content to remain under the disadvantages entailed upon us by our own *laches* in not getting the benefit of the Colonial Attorneys Relief Act, when we might have done so but for the default of one of our own body. In conclusion, allow me to state that I feel perfectly satisfied that you have raised these questions from no feeling of personal hostility to, yours obediently,

JOSCELINE F. WATKINS.

P.S.—I omitted to mention that the Registrar to the Judicial Committee was the gentleman to whom I applied on the subject, and I presume he is the proper person to apply to; subsequent, however, to my having obtained authority to practise, another gentleman, similarly situated to myself, made an application through the Registrar to their Lordships, and it was in reply to that application that the decision referred to in my former letter was given.

APPOINTMENTS.

Mr. HORATIO JAMES HUGGINS, barrister-at-law, has been appointed Assistant Judge of the Supreme Court of Her Majesty's Settlement of Sierra Leone, on the Western Coast of Africa. Mr. Huggins was educated at a military college in France, and was called to the bar at Lincoln's Inn in Hilary Term, 1838. He acted as Attorney-General in the Island of St. Vincent, in the West Indies, in the years 1857 and 1858, and has been Queen's Advocate at Sierra Leone since May, 1863. He acted as Chief Justice of that colony from May, 1855, to March, 1866, and was again appointed in September, 1866. From September, 1863, Mr. Huggins has been chairman of the Commissioners for the settlement of claims to land in Sierra Leone, and was judge (*ad interim*) of the mixed courts of justice, under the Slave Trade Treaties, from May, 1865, till March, 1866. The office of Assistant Judge, to which he has now been permanently appointed, is worth £1,000 per annum.

Mr. GEORGE PHILLIPPO, barrister-at-law, has been appointed Queen's Advocate for the colony of Sierra Leone, on the resignation of Mr. H. J. Huggins. Mr. Phillippo was called to the bar at the Inner Temple in January, 1862, at the same time receiving a certificate of honour from the Council of Legal Education. The salary of the Queen's Advocate of Sierra Leone is £800 a year. The Queen's Advocate has a seat in the Executive and Legislative Councils of the settlement.

Mr. BONHAM CARTER, barrister-at-law, has been appointed one of the Referees of the House of Commons for the current Parliamentary session. The salary allowed to each of the referees is £1,000 for the session.

Mr. SAMUEL CARTER, solicitor, of Great George-street, Westminster, has been elected M.P. for the borough of Coventry. Mr. Carter took out his certificate as an attorney in Easter Term, 1827, and was formerly solicitor to the London and North-Western Railway Company. He delivered his maiden speech in the House of Commons, in the debate on the Irish Church question, on Tuesday night last.

Mr. FREDERICK LAWRENCE SLEATH SAFFORD, of Hadleigh, Suffolk, has been appointed a Commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 27.—*The Alabama Claims.*—Earl Russell drew attention to this subject.

The Lord Chancellor, in reply, said that the report of the Commission on the Neutrality Laws had been agreed on, and would shortly be produced. The negotiations with the American Government were not broken off, but Mr. Seward having suggested a Commission to enquire into all claims, they were awaiting his opinion as to the constitution of such a Commission.

The Railways Extension of Time Bill passed through committee.

March 30.—*Compulsory Church Rate Abolition Bill.*—The second reading of this bill was postponed until April 23.

Regulation of Railways Bill.—The committee of this bill was postponed until after Easter.

The Poor Relief Bill was referred to a select committee.

The Irish Traders Bankruptcy (Ireland) Bill was read a third time and passed.

March 31.—The Railways Extension of Time Bill was read a third time and passed.

Proxies.—The following new standing order was agreed on:—"Ordered, that the practice of calling for proxies on a division should be discontinued, and that two days' notice be given on any motion for the suspension of this order."

HOUSE OF COMMONS.

March 27.—Sir Stafford Northcote, in answer to questions, promised to institute an inquiry into the circumstances attending the failure of the old bank of Bombay.

Purchase of Electric Telegraphs by the State.—A bill by the Chancellor of the Exchequer was read a first time.

The Court of Chancery.—Mr. Childers asked the Chancellor of the Exchequer whether it was his intention to propose to Parliament during the present session to charge the salaries and expenses of the English Court of Chancery on the Consolidated Fund and Votes of Parliament, as was now the case with the other Courts of Common Law and Equity in the United Kingdom; and whether, as the salaries, compensations, and other expenses of the Irish Court of Chancery were so charged under the Act of 1867, he intended to apply to Parliament for power to wind up the Suitors Fee fund, Exchequer Compensation and Fee Fund, Chancery Compensation and Fee Fund, Bankruptcy and Compensation Fund, and Box Fund; and whether it was the intention of the Government to follow up the inquiry as to fees, commenced by the committee of which Mr. Goschen was chairman, appointed by the late Board of Treasury.

The Chancellor of the Exchequer said it was not the intention of the Government to introduce a measure for the purpose winding up the funds alluded to, nor did the Government propose to introduce, at present at all events, a bill to deal with the Court of Chancery in the way suggested. It was the intention of the Government to follow up the inquiry as soon as time and circumstances would admit.

The Established Church in Ireland.—A bill by Sir C. O'Loghlen to limit the further creation of peers of Ireland and to amend the representation of the peerage of that part of the United Kingdom.

March 30.—*False Weights and Measures.*—In answer to Lord E. Cecil, Mr. Hardy said, the report of the commission having been delayed by the death of certain members, he was unable to say when it would be presented.

The Established Church in Ireland.—Mr. Gladstone moved "that this House do immediately render itself into a committee to consider the acts relating to the Established Church in Ireland."

Lord Stanley moved as an amendment.—"That this House, while admitting that considerable modifications in the temporalities of the United Church in Ireland may, after the pending inquiry, appear to be expedient, is of opinion that any proposition tending to the disestablishment or disendowment of that Church ought to be reserved for the decision of a new Parliament."

March 31.—*The Established Church in Ireland.*—Debate continued.

April 1.—*Sir Colman O'Loghlen's Libel Bill* was read a second time.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION

LONDON COMMISSIONERS TO ADMINISTER OATHS IN CHANCERY.

To the Right Honourable the Lord High Chancellor of Great Britain, the humble memorial of the Metropolitan and Provincial Law Association.

Sheweth,—That your Memorialists saw with much gratification the establishment of the practice of appointing London Commissioners to administer oaths in the High Court of Chancery, which conferred a great boon upon the suitors.

That when the Oaths in Chancery Bill (now the Act 16 & 17 vic. c. 78.) was before Parliament your memorialists presented a petition to the House of Commons praying that the bill might be amended by empowering the Lord High Chancellor to grant Commissions to any persons, (being Solicitors of the High Court of Chancery) to administer oaths and exercise the powers, up to that time exercised by Masters Extraordinary, at any place within the jurisdiction of the Court; and such persons as he might think fit to administer oaths and to exercise such powers out of the jurisdiction. That the House of Commons adopted the amendments suggested by this Association, but was induced at the close of the Session to abandon them.

That the Act as it was passed empowers the Lord Chancellor to appoint any persons, practicing as solicitors within 10 miles of Lincoln's Inn Hall, at their respective places of busines to administer oaths in Chancery, which enactment has been held to authorize such Commissioners to administer oaths at any place within such 10 miles.

That previously to this Act the Chancellor had not appointed Commissioners residing within 10 miles of Lincolns-Inn Hall, and the Act was intended to give the London suitors the same facilities for getting affidavits sworn as suitors residing at a distance from London.

The regulations framed on the Act coming into operation were understood to be,—That the Applicant must have been in practice as a solicitor for 10 years previously, and that he should state the parish, and, when practicable, the street and number of the house, where he had carried on his business for the last three years, and should also produce certificates of respectability from two solicitors of ten years' practice, and from two barristers.

That further regulations imposing additional restrictions were on the 6th May, 1854, communicated to the profession through the Council of the Incorporated Law Society.

These regulations state that "in consequence of the great number of gentlemen already appointed London Commissioners to administer oaths in Chancery, the Lord Chancellor will not make any further appointments at present, unless in addition to the certificates now required, the applicant produces one signed by two householders, stating the necessity for an additional appointment, and a statement of the number of Commissioners within a quarter of a mile of the applicant, and that he himself carries on his business upwards of a mile from Lincoln's Inn Hall."

That your Memorialists are informed that it is also a regulation not to appoint as Commissioners to administer oaths in Chancery, any solicitors whose only offices are situate or who carry on the chief portion of their business within one mile of Lincoln's Inn Hall.

That your Memorialists were at the time of the passing of the Act and still are of opinion that the reason having ceased for limiting the number of persons empowered to administer oaths, viz., the interference with the fees of the officers of the court, and the fee fund being more than adequate for the purposes to which it is applicable, the interests of the public are best promoted by extending the facilities to administer oaths without any limit, except the due qualifications of the persons appointed.

That Commissioners are frequently called upon to exercise their functions under some of the following circumstances.

1. During the vacations when the Record and Writ Clerks' Office is closed save for a very short time daily.

2. Before and after the office hours of the Record and Writ Clerks.

3. In cases where the exhibits to affidavits are so heavy or bulky (as is frequently the case in patent cases) as to render it inconvenient and in some cases impossible to take them to the Record and Writ Clerks' Office or where the deponents are ladies or infirm persons and in other cases in which it may be necessary that the commissioner should attend where the exhibits are, or at the office of the deponent's solicitors, &c.

That the number of commissioners within a mile of Lincoln's-inn being already limited and by the operation of the existing regulations becoming more so, suitors are often put to great inconvenience, especially in the vacation, and after the Record and Writ Clerks' Office is closed, in finding a commissioner, and more especially one who can attend at a distance in a case of urgency.

That Commissioners to administer Oaths in Chancery are, by the Probate Act appointed as commissioners to administer oaths for proceedings in the Court of Probate, and that the Record and Writ Clerks cannot take affidavits for that Court. If therefore solicitors in the neighbourhood of Lincoln's-inn are not to be appointed commissioners, suitors in that neighbourhood are deprived of the advantage intended by the Act to be conferred upon them—of being able to get oaths administered near to their places of business, and in the vacation it is extremely difficult to find a commissioner at all.

That the clients of the body of solicitors who practise

within a mile of Lincoln's-inn, including a large portion of the most important offices in the profession are thus subjected to serious inconvenience, from which the clients of solicitors whose offices are in any other part of London are free.

That in all the Courts of Common Law it is the practice to grant commissions to administer oaths upon the application of any solicitor of respectability, and that the practise is of great advantage to the suitors.

Your Memorialists humbly pray therefore that your lordship will be pleased to revise the regulations for granting commissions to administer oaths in Chancery, and to grant commissions upon the application of, at all events, any solicitor of ten years standing who can produce the requisite certificates of respectability.

HENRY S. WASBROUGH, Chairman.
PHILIP RICKMAN, Secretary.

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution on Tuesday last, the following question was discussed.—A business is carried on by A. and B. in partnership, under the style of A., B., & Co. The partnership being dissolved without any arrangement being made as to the goodwill of the business, is A., who continues to carry on a similar business in his own name, entitled to an injunction to restrain B. from also carrying on a similar business under the style of A., B., & Co. *Banks* v. *Gibson*, 13 W. R. 1012.

The debate was opened in the affirmative by Mr. Widdows, but on a division the question was carried in the negative by a small majority.

LAW STUDENTS JOURNAL.

EASTER TERM.

INTERMEDIATE EXAMINATION.

The Examiners have appointed Saturday, the 30th day of April, for the intermediate examination of persons under articles of clerkship to attorneys. Candidates are to attend on that day at half past nine in the forenoon, at the Hall of the Incorporated Law Society, Chancery-lane, London. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the secretary of the Incorporated Law Society on or before Tuesday, the 7th April.

The regulations in all other respects are identical with those already published.

FINAL EXAMINATION.

The Examiners have appointed Tuesday, the 28th April, and Wednesday, the 29th April, for the examination of persons applying to be admitted attorneys. Candidates are to attend on those days at half-past nine in the forenoon of each day, at the Hall of the Incorporated Law Society, Chancery-lane. The examination will commence at ten o'clock precisely, and close at four o'clock.

Articles, &c., to be left with the secretary of the Incorporated Law Society on or before Tuesday the 14th April.

In all other respects the regulations for this examination are exactly similar to those already published.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, April 3, 1868.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅞	Annuities, April, '85 12⅛
Ditto for Account, May 5, 93	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 91⅛	Ex Bills, £1000, per Ct — p m
New 3 per Cent., 91⅞	Ditto, £500, Do — p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '72	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74,	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79, 108½
Ditto 5 per Cent., July, '80 114	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 103⅞
Ditto 4 per Cent., Oct. '88 100⅞	Do. Bonds, 5 per Ct., £1000, 28 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 28 p m
Ditto Enfaced Ppr., 4 per Cent. 88	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	72
Stock	Glasgow and South-Western	100	103
Stock	Great Eastern Ordinary Stock	100	33⅜
Stock	Do., East Anglian Stock, No. 2	100	7⅛
Stock	Great Northern	100	103
Stock	Do., A Stock*	100	97⅛
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	49½
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	126
Stock	London, Brighton, and South Coast	100	50⅜
Stock	London, Chatham, and Dover	100	18⅜
Stock	London and North-Western	100	114½
Stock	London and South-Western	100	86
Stock	Manchester, Sheffield, and Lincoln	100	43½
Stock	Metropolitan	100	112⅞
Stock	Midland	100	105¾
Stock	Do., Birmingham and Derby	100	74
Stock	North British	100	34
Stock	North London	100	116
10	Do., 1866	7⅛	8½
Stock	North Staffordshire	100	58
Stock	South Devon	100	45
Stock	South-Eastern	100	73
Stock	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	6 15 0
10000	7½ 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	40 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	47 0 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	0 15 0
7500	9½ per-cent	Imperial Life	100	10 0 0	16 0 0
60000	6 per cent	Law Fire	100	2 10 0	4 2 6
10000	32½ pr cent	Law Life	100	10 0 0	88 10 0
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 1 3
40000	10 pc & bs	North Brit. & Mercantile	50	5 5 0	18 5 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
889220	20 per cent	Royal Exchange... ...	Stock	All	300 0 0
—	6½ per cent	Sun Fire	...	All	165 0 0 x d
4000	...	Do. Life	...	...	

MONEY MARKET AND CITY INTELLIGENCE.

The past week leaves but little to record; all descriptions of investment having experienced very little variation. The funds have, as usual of late, remained immoveable at 93 to 93⅛, if we may except a quiver to 92⅞ and back again, which took place yesterday and to-day. Foreign securities are quiet but somewhat firm, and the railway market, though not very lively, shows more firmness than heretofore. On Monday commences the issue of the promissory notes to the creditors of Overend, Gurney, & Co.; the liquidators of the English Joint-Stock Banking Company, and one or two other companies are also proposing to issue promissory notes. The conditions of the new Spanish Colonial Loan are generally thought satisfactory, and it is now quoted at 1½ to 1⅝ premium. The Spanish Government, however, is naturally in not over good odour with permanent investors.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The thirteenth annual general meeting of the shareholders of this company was held at the Chief Office, Chancery-lane, on Wednesday afternoon, James Cuddon, Esq., in the Chair.

Mr. FRANK MCGEDY (the Secretary) read the advertisement convening the meeting, and the minutes of the last general meeting. The Directors' report and balance sheet, having been circulated, were taken as read.

The CHAIRMAN said—Gentlemen, a copy of the report and balance sheet having been sent to each shareholder, every one of you has had an opportunity of considering the details of the business. Both the report and balance sheet are very full and give very explicit information; and therefore it is almost unnecessary for me to say anything in moving their adoption. But, with your permission, I will just make one or two remarks. The past year, like its predecessor, has been one of very great dulness in business. Nevertheless, it is very satisfactory to observe that our life business has increased

in fact, the life business of the past year is larger than that of any preceding year. It does not always happen that an increased business produces an increased profit, but as to the result of the past years year's business we have nothing to complain of in this respect. The claims of the past year, as you will observe, have been very much less than those of the preceding year. The rate of mortality, however, has been pretty well up to the expectation. The advantage which we have derived, therefore, has been from the fact of the claims having fallen principally upon policies for smaller sums than the general average—the average amount of each policy being about £700, and the average amount of those that have fallen in the year something under £400. With regard to the fire business you will observe that we have a better surplus than we have ever had on any previous occasion. This enables us to recommend not only that the dividend should be ten per cent. in all, but it also enables us to add substantially to the reserve fund. It is a very important matter that the reserved fund should be gradually increased. It is right and proper that the office should be built upen a very sound foundation; and if we were to distribute the whole of the profit in one year, in another year, when the business might happen to be less profitable, this might prove not beneficial. But for that circumstance we might have taken for dividend a part of that which we reserve on the present occasion. The Directors think it is desirable to look not only to the quantity of the business, but also to its quality. There would be no difficulty whatever in getting a very largely increased amount of fire premiums, provided we paid but little regard to the nature of the risks offered; and probably that policy might be successful for a year or two, but in the end it would be very prejudicial. There has certainly been a considerable run of fires during the last four or five years, and the losses of fire offices, with very few exceptions, have been rather larger than usual. But this, I think, is not to be attributed altogether to the number of fires which have taken place. It must be borne in mind that in case of all *partial* losses—of course, total losses are a different thing—the cost of reinstating is considerably more than it was. The price of labour and of materials has risen some twenty or thirty per cent. of late years; and, therefore, every partial loss we sustain costs us a great deal more than it would have done formerly; while the rate of premium remains precisely the same. The subsisting policies have not been increased generally in a ratio at all equal to the increased value of the property insured. There is certainly a great opening for the increase of fire insurance business, simply by a revision of existing policies with a view to increasing the sum insured to meet the increased value of the buildings, and so on, and I should be glad if the agents would take that into their consideration. The next point is the rate of interest realised on the investments. It is, of course, matter of great importance that the investments should be made with strict regard to their safety rather than to a high rate of interest. But the rate of interest realized is very good indeed, and upon that rate will depend very materially the amount of bonus that can be declared at the next division. I may observe that in the annuity and reversionary accounts there is a gain of at least £10,000, which does not appear at all in these accounts. It is not the custom of our office to credit profit on any single annuity or reversion. We credit the profit to the reversionary or annuity account; and when a fresh valuation is made those profits will find their way into the balance sheet; in point of fact the case really is, that, so far as regards the life claims, every shilling has been paid out of the profits on the annuity and reversionary account this year, and that must tell very much in favour of the next valuation. We are always glad to receive the suggestions of any shareholders who may wish to say anything to us with reference to increasing the business of the company; and we would thank those gentlemen who have been in the habit occasionally of writing to us upon the subject to be good enough to continue to do so. We are neither too proud to take counsel, nor too wise to take warning, and we often find the suggestions of the shareholders are of a very great value, and I venture to assure them that they will always be most carefully considered. I do not think there is any other point upon which I need detain you. If any gentleman has any observations to make or any questions to ask, I shall be most happy to answer him before moving the adoption of the report.

In reply to Dr. WADDILOVE,

The CHAIRMAN said there were included in the assets the fire reserve fund, current risk fund, and so on. They had in hand four or five times the annual amount of life premium incomes. The annuities had been found very profitable indeed to the office.

The CHAIRMAN then proposed the adoption of the report and balance sheet, which was seconded by Mr. G. BURGES, and carried unanimously.

Mr. R. W. ROBERTS proposed "That the recommendation of the directors in their report now taken as read, as to the payment of dividend and bonus be adopted; and that the dividend and bonus, together after the rate of ten per cent. per annum, free of income-tax, be paid to the shareholders upon the paid-up capital, for the year ending the 30th September, 1868."

Mr. ERASMUS WILSON had much pleasure in seconding the resolution; and in so doing he could not but feel that they were greatly indebted to all the directors, one (himself) perhaps excepted. They were in a special degree indebted to the care and attention which Mr. Cuddon bestowed upon the business. Having himself had an opportunity of observing the manner in which the chairman had laboured in the interest of the company, he was not at all surprised to find that their position was so highly satisfactory. The chairman (Mr. Cuddon) had always watched the business with the greatest jealousy and care, and had been especially cautious in the selection of lives. What he (Mr. Wilson) had just said would come with double force when they accorded the thanks to him (the chairman) at the end of the meeting; but he could hardly second the resolution without reminding the shareholders that they had amongst the directors of this company gentlemen who were particularly watchful of its interests, and who would not let any opportunity slip if it could be turned to a good purpose. The ten per cent. would not be paid out of the profits belonging to the assured, but fairly belonged to the proprietors. The public must not fancy from such a result that the business was necessarily a very profitable one; for if the greatest care and economy were not observed in the management of a company of this kind, it would be in a far different position from being able to pay a dividend and bonus of ten per cent. to the shareholders.

The resolution was carried unanimously.

The retiring directors were re-elected, on the motion of Mr. F. SCHULTZ, seconded by Mr. CHINNOCK.

Mr. E. B. HOOKS proposed, and Mr. R. W. ROBERTS seconded, the re-election of Mr. Theodore Waterhouse, as an auditor on behalf of the shareholders, and it was unanimously agreed to.

On the motion of the CHAIRMAN, seconded by Mr. CHARLES PEMBERTON, Mr. Worsley was re-elected an auditor on the part of the directors.

It was then proposed that the sum of thirty guineas be paid to each of the auditors for his service during the year, and as an amendment, it was moved by Mr. CHINNOCK, who said the labours of the auditors had very much increased of late, that the amount be forty guineas each, and this was agreed to *nem. con.*

Mr. CHINNOCK then moved a formal resolution, empowering the directors to deal with the case mentioned in the report of an agent who had died without having paid his premium, in such a way as they might think proper.

Mr. S. H. KOUGH seconded the resolution, which was at once carried.

The CHAIRMAN said he was sure the meeting would be most anxious to testify to the great assiduity of the secretary, Mr. McGedy, in the management of the affairs of the company—to the assistance afforded them by their solicitor on all occasions, and to the extreme civility and good conduct of every member of the staff in the office. He, therefore, begged to propose that a vote of thanks be given to Mr. McGedy, to the solicitor, and to the office staff, for their attention to the business of the company.

Mr. J. F. ROBINSON (of Hadleigh) seconded the resolution, which was carried with acclamation.

Mr. MCGEDY said he desired to return his grateful thanks on his own behalf and on behalf of the staff generally (he should leave their worthy solicitor to return thanks for himself) for the kind vote that had just been passed; and he would take this opportunity of recording his entire satisfaction with the way in which the staff discharged their duties. These annual votes of thanks encouraged them to work all the more earnestly in the affairs of the company. He should like to make just one observation, if the Chairman would permit him. The question of annuities had been referred to by Dr. Waddilove, who asked whether that class of business was profitable. He might say that their annuities were calculated at four per cent. interest, and they found no difficulty in investing the annuity moneys at five per cent. with life assurance, or in purchasing reversions which yielded six per cent.; so that, in point of fact, they were getting two per cent. upon their annuity investments, besides occasional life assurances. The annuities, therefore, were profitable.

Mr. G. I. DURRANT (the company's solicitor) having also returned thanks,

Mr. E. B. HOOKE proposed, and Mr. A. WADDILOVE, D.C.L., seconded, a vote of thanks to the Chairman for presiding, and it was passed with unanimity.

The CHAIRMAN said it was a pleasure to him to do all he possibly could to promote the interests of the company. He had great faith in its success, because it was managed with so much care and prudence, and because the directors avoided every investment of an unduly speculative character.

The meeting then terminated.

On Wednesday last, in the Lambeth County Court, a medical man sued a patient for £3. The defendant said he owed the money, less half-a-crown, set down in the bill for drawing a tooth. The judge said the defendant had better admit the whole claim, as he would save money by doing so. The defendant, however, seemed to demur, upon which the judge ex-

plained as follows:—"If you admit the claim you have only to pay half the hearing fee, that is 3s.; but if I hear the case the whole fee of 6s. must be paid. If I decide in your favour, which is of course the utmost you can expect, and take off the half-crown, you will lose 6d., because you will have the whole hearing fee to pay; you see you had better admit what you did'nt owe in this case." The defendant said it seemed very odd, but he supposed it was all right, and he would admit the claim.

ESTATE EXCHANGE REPORT.

AT THE MART.

March 23.—By Messrs. Foster.

Leasehold residence, known as Rosenstead, 62, Avenue-road, Regents-park; term, 69 years unexpired, at £35 per annum—Sold for £4,200.

Leasehold residence, with grounds, paddock, &c., in all 3 acres, known as Cypress House, Dulwich-common; term, 12 years unexpired, at £20 per annum—Sold for £1,110.

By Mr. C. Moore.

Freehold, 2 cottages, situate in Edward-road, New Barnet; let at £26 per annum—Sold for £325.

Freehold residence, situate in Henry-road, New Barnet, annual value, £30—Sold for £385.

Freehold residence, situate in Henry-road, New Barnet, annual value, £30—Sold for £385.

Freehold residence, situate in Henry-road, New Barnet, annual value, £30—Sold for £380.

Freehold residence, situate in Henry-road, New Barnet, annual value, £50—Sold for £380.

Freehold plot of building land, situate in Henry-road, New Barnet—Sold for £110.

Freehold, 2 residences, known as Elizabeth-villas, Victoria-road, New Barnet, producing £52 per annum—Sold for £710.

March 24.—By Messrs. Debenham, Tewson, & Farmer.

Copyhold residence with stabling and coach-house, No. 564, Mile End-road, annual value, £90—Sold for £1,210.

Leasehold, 2 residences, Nos. 25 and 26, Albion-square, Dalston; let at £38 per annum each; term, 94 years from 1845, at £12 per annum—Sold for £800.

Leasehold residence, known as St. Germains Lodge, St. Germains-road, Forest-hill; let at £60 per annum; term, 99 years from 1856, at £6 per annum—Sold for £600.

Leasehold improved ground-rents, amounting to £240 per annum (for 76 years), secured on 9 residences in Highbury-grove—Sold for £4,490.

Freehold property, known as Holm Elms, Wimbledon, comprising a residence, with stabling, coach-house, garden grounds, and farmyard, with farm buildings, the whole comprising nearly 12 acres—Sold for £8,400.

March 25.—By Messrs. Edwin Fox & Bousfield.

Freehold house, No. 20, Clarence-street, Rotherhithe-street, Rotherhithe; let at £14 19s. per annum—Sold for £149.

Leasehold, 2 houses and shops, Nos. 7 and 8, Bedford-row, Lower-road, Rotherhithe, producing £44 per annum; term, 32¼ years unexpired, at £6 per annum—Sold for £360.

Leasehold residence, No. 13, Victoria-road, St. John's Wood; annual value £120; term, 99 years from 1855, at £18 per annum—Sold for £1,550.

By Messrs. Candy & Luckin.

Leasehold residence, No. 43, Jackson-road and Holloway-road; let at £38 per annum; term, 98 years from 1864, at £6 per annum—Sold for £375.

Leasehold residence, No. 43, Lowman-road, Jackson-road, Holloway; let at £40 per annum; term, 99 years from 1866, at £6 per annum—Sold for £375.

Leasehold house, shop, and premises, No. 1, Roman-road, Barnsbury; let at £40 per annum; term, 99 years from 1859 at £6 per annum—Sold for £400.

Leasehold, 2 houses, Nos. 2 and 3, Roman-road, producing £67 16s. per annum; term, similar to above, at £12 per annum—Sold for £540.

By Mr. Moore.

Leasehold, 2 houses, Nos. 2 and 3, Montrose-terrace, Roman-road, producing £60 per annum; term, 92 years unexpired, at £12 per annum—Sold for £550.

Leasehold business premises, No. 1, Ebury-square, Pimlico; let on lease at £24 per annum; term, 99 years from 1791, at £1 6s. 8d. per annum—Sold for £190.

Leasehold house, No. 55, William street, Regent's-park, let at £61 2s. per annum; term, 99 years from 1823, at £7 per annum—Sold for £585.

Leasehold residence, No. 40, Hawley-road, Kentish-town-road, let at £44 per annum; term, 92 years from 1846, at £6 per annum—Sold for £510.

Leasehold residence, No. 21, Crowndale-road, Camden Town; let at £44 per annum; term, 99 years from 1844, at £6 per annum—Sold for £615.

Leasehold residence, No. 25, Ampthill-square, Hampstead-road, let at £67 10s. per annum; term, similar to above, at £16 10s. per annum—Sold for £905.

Leasehold, 2 residences, Nos. 35 and 36, Harrington-square, Hampstead-road, producing £142 per annum; term, 99 years from 1843, at £22 per annum—Sold for £1,980.

Leasehold residence, No. 64, Gloucester-crescent, Bishop's-road, Bayswater, let at £100 per annum; term, 95 years from 1854, at £2 per annum—Sold for £1,630.

Leasehold, 2 residences, Nos. 16 and 17, Rutland-street, Hampstead-street, Hampstead-road, producing £95 per annum; term, 97 years from 1840, at £10 per annum—Sold for £1,345.

Leasehold, 2 residences, Nos. 6 and 8, Harringay-street, Rutland-street, Hampstead-road, producing £100 per annum; term, 99 years from 1825, at £16 16s. per annum—Sold for £1,420.

March 27.—By Messrs. Farebrother, Lye, & Wheeler.

Freehold and Copyhold estate, known as The Priory Farm, in the parishes of Wrabness and Wix, Essex, comprising a house with farm buildings and 153 acres of arable and wood lands—Sold for £5,600.

Leasehold, 2 houses, Nos. 16 and 17, Paris-street, Lambeth, annual value £35 each, term 41½ years from December 1867, at £2 per annum—Sold for £665.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

TIDY—On April 2, at 38, Ampthill-square, N.W., the wife of H. Edgar Tidy, Esq., Solicitor, of 27, Sackville-street, Piccadilly, of a daughter.

MARRIAGES.

AITCHINSON—MUNDELL—On April 1, at St. Michael, Chester-square, John Robert Aitchison, Esq., of the India-office, to Eve Mary, daughter of W. A. Mundell, Esq., Q.C.

GOLDSMID—PHILIPSON—On March 31, at Florence, Julian Goldsmid, Esq., M.A., M.P., Barrister-at-Law, of 20, Portman-square, and Somerhill, Kent, to Virginia, daughter of the late A. Philipson, Esq., of Florence.

MANSFIELD—LENY—On March 31, at St. John's Episcopal Chapel, Edinburgh, James L. Mansfield, Esq., Advocate, to Roberta, daughter of the late James Macalpine Leny, Esq., of Dalswinton.

DEATHS.

BADELEY—On March 29, Edward Badeley, Esq., Barrister-at-Law, of the Inner Temple.

BELL—On March 26, at 20, Great King-street, Edinburgh, Charles Young Beatson Bell, Esq., Writer to the Siguet, son of John Beatson Bell, Esq., Writer to the Signet.

BURLAND—On March 29, at Drewton Manor, East Yorkshire, Joseph Blanchard Burland, Esq., Solicitor, South Cave, aged 65.

PEACOCK—On March 24, at Mentone, Alpes Maritimes, William Eustace Peacock, Esq., Barrister-at-Law, of the Inner Temple, son of the Hon. Sir Barnes Peacock, Knt., Chief Justice of the High Court of Judicature in Bengal, aged 28.

SAYWELL—On March 27, at his brother's residence, 1, Percy-circus, Robert Saywell, Esq., of Temple-chambers.

TAYLOR—On March 25, at Clifton, John Rowland Taylor, Esq., Solicitor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Limited in Chancery.

Friday, March 27, 1868.

Westminster Mining Company (Limited).—Petition for winding up, presented March 25, directed to be heard before Vice-Chancellor Stuart, on April 17. Snell, solicitor for the petitioners, George-st, Mansion-house.

Taff Vale Coal and Coke Company.—Petition for winding up, presented March 24, directed to be heard before Vice-Chancellor Malins, on Friday April 17. Raw & Gurney, Furnival's-inn, solicitors for the petitioners.

Limited in Chancery.

Tuesday, March 31, 1868.

Accidental Death Insurance Company (Limited).—Petition for winding up, presented March 30, directed to be heard before the Master of the Rolls, on Saturday April 18. Sadler, Golden-sq, solicitor for the petitioner.

Clara United Company (Limited).—Petition for winding up, presented March 26, directed to be heard before Vice-Chancellor Malins, on April 17. James & Blaxland, Lincoln's-inn-fields, solicitors for the petitioners.

Imperial Steam and Household Coal Company (Limited).—Petition for winding up, presented March 27, directed to be heard before Vice-Chancellor Malins, on April 17. Lawrence & Co, solicitor for the petitioner.

Lonsdale Vale Iron Company (Limited).—By an order made by Vice-Chancellor Stuart, dated March 20, it was ordered that the voluntary winding up of the above company be continued. Tucker, St. Swithin's-lane, solicitor for the petitioner.

Mercantile Trading Company (Limited).—Creditors are required on or before May 1, to send their names and addresses and the particulars of their debts or claims, to Lewis Henry Evans, 15, King st, Cheapside. Friday May 15 at 12 is appointed for hearing and adjudicating the debts and claims.

Princess of Wales Slate Company (Limited).—By an order of the Master of the Rolls dated March 21, it was ordered that the company be wound up. Lewis & Co, Old Jewry, solicitors for the petitioners.

Southampton Imperial Hotel Company (Limited).—The Master of the Rolls has, by an order dated March 28, appointed Edmund Pullien, All Hallow's-chambers, Lombard-st, to be official liquidator.

Westminister Mining Company (Limited).—Vice-Chancellor Malins has, by an order dated March 31, appointed Joseph Jones, Bronfadog, Ysceiflog, nr Holywell, Flintshire, to be official liquidator.

Unlimited in Chancery.

Clifoden Benefit Building Society.—Petition for winding up, presented March 18, directed to be heard before the Master of the Rolls, on April 18. Burne, Whitehall-pl, solicitor for the petitioners.

Hayling Railways Company.—Petition presented praying the confirmation of a scheme of arrangement between the company and their creditors, directed to be heard before Vice-Chancellor Malins on April 24. Smith, Golden-sq, solicitor for the petitioners.

London Freight and Outfit Insurance Association.—By an order made by Vice-Chancellor Giffard, dated March 21, it was ordered that the above Association be wound up. Loulen & Co, Gracechurch-street, solicitors for the petitioner.

Victoria Permanent Benefit, Investment, and Freehold Land Society of Birmingham and the Midland Counties.—Petition for winding up, presented March 5, directed to be heard before Vice-Chancellor Malins, on April 17. Chilton & Co, Chancery-lane, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, March 31, 1868.

King's Head Friendly Society, King's Head-inn, Caerleon, Monmouth. March 26.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 27, 1868.

Davies, Edwd John, Portland-ter, Regents Park, Esq. April 16. Ponton v Hawkins, M. R.

Davies, Temperance, Brighton, Sussex, Widow. April 16. Ponton v Hawkins, M. R.

Gawthrop, Wm Thos, Raymond-buildings, Solicitor. May 2. Gascoyen v Gawthrop, V.C. Stuart.

Hargrave, Matilda, Wakefield, York, Spinster. April 27. Groves v Dixon, M. R.

Harris, Edwd Wm, Roehampton, Surrey. May 26. Harris v Darley, V.C. Stuart.

Kellie, Jane, Leigh, Lancaster, Spinster. May 11. Gardner v Marsh, V.C. Stuart.

Mayfield, Jas, Dogdyke, Lincoln, Farmer. April 14. Mayfield v Mayfield, V.C. Malins.

North, Thos, Basford Hall, Nottingham, Coal Master. April 27. Wright v Wright, V.C. Malins.

Oliver, Jas, Ladbroke-sq, Kensington, Gent. April 16. Taunton v Oliver, M. R.

Risberden, Talbot, Dover, Kent, Gent. April 23. Stein v Ritherden, V.C. Malins.

Truss, John, Osnaburgh-row, Pimlico. April 25. Adams v Goss, M. R.

TUESDAY, March 31, 1868.

Astley, Wm Fras, Hurley, Warwick, Farmer. April 29. Astley v Thornelce, V.C. Stuart.

Blakesley, John, Hinckley, Leicester, Auctioneer. April 30. Blakesley v Pegg, M. R.

Botteley, Fanny, Stafford. May 9, Harris v Lees, V.C. Stuart.

Edgworth, Thos, Bryn-y-grog, Denbigh, Esq. May 14. Riley v Edgworth, V.C. Stuart.

Hall, Jas, Batley, York, Manufacturer. May 9. Harrison v Hirst, V.C. Stuart.

Hallam, Saml, Brighton, Sussex. April 20. Hallam v Fogg, V.C. Giffard.

Lay, Geo, Colchester, Essex, Gent. April 25. Lay v Lay, V.C. Malins.

Phillips, John, Cardiff, Glamorgan, Gent. April 20. Phillips v Phillips, M. R.

Symons, John, Devonport, Devon, Gent. April 23. Symons v Jackson, V.C. Malins.

Wagstaff, Jas, Brown's-lane, Spitalfields, Watchmaker. April 24. Wagstaff v Wagstaff, M. R.

Walter, Edwd, Long Parish House, Hants, Lieut-Col. April 20. Walter v Coulthard, V.C. Malins.

Wilkes, Thos, Solihull, Warwick, Metal Dealer. April 25. Wilkes v Wilkes, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 27, 1868.

Bath, Wm, Ken, Cornwall, Yeoman. April 20. Carlon & Paull.

Bennett, Jas, Hadenway, Warwick, Gent. April 38, Jones & Son Alcester.

Bushell, Eliz, Winchester-st, Pimlico. April 20. Fisher, Doughty-st.

Clarke, Wm Hy, Rangoon, British Burmah, Recorder. May 20. Pocock, Ladbroke-gardens.

Cook, Jas, Portland-pl, Merchant. May 12. Oliverson & Co, Fredericks-pl, Old Jewry.

Cowley, Chas Sedgfield, Sussex-gardens, Hyde-park, Esq. July 14. Rixon & Son, Cannon-st.

Davis, John Lewis, Engineer H. M.'s Ship Aurora. April 15. Ommanney, Parliament-st.

Fountain, Mary Ann, Newport-pagnel, Buckingham, Spinster. May 1. Powell & Co Newport-pagnel.

Gould, Nathaniel, Tavistock-sq, Esq. May 6. Bischoff & Co, Coleman-st.

Harrison, Saml Richd, Pickering, York, Gent. May 1. Simpson, New Malton.

Herapath, John, Red Lion-ct, Fleet-st, Esq, June 24. Chapple, Carter lane.

Mackenzie, Harry, Cornwall-ter, Regents-pk, Esq, April 25. Henderson & Leach, Lancaster-pl.

Mill, Jas, Solesbridge, Herts, Lieut.-Col. August 1. Sedgwick, Watford.

Olive, John, Woolford, Lancaster, Wagon Maker. April 30. Grandy & Co, Bury.

Preedy, Mary, Lancaster-rd, Notting-hill, Widow. April 25. West & King, Cannon-st.

Roberts, John, New Windsor, Berks, Grocer, May 21. Shepheard & Son, Kensington.

Steele, Chas Septimus, Nassau, Bahama Islands, Engineer. June 30. Hirst & Capes, Boroughbridge.

Steele, Fredk, Gloucester-crescent, Regents-pk, Coal Merchant, June 30. Hirst & Capes, Boroughbridge.

Tawswell, Geo Morris, Canterbury, Esq. Eyre & Co, John-st, Bedford-row.

Taylor, Geo, jun, Ripon. Esq. August 1. North & Sons, Leeds.

Temple, Hy, Elm-ct, Temple, Gent. May 1. Knox, Bloomsbury-sq.

Thornton, Isabella, Huddersfield, York, Widow. April 30. Hesp & Co, Huddersfield.

Wright, Hy, Orchard-rd, Kingston, Gent. May 1. Hurford & Taylor, Furnival's-inn, Holborn.

TUESDAY, March 31, 1868.

Akrill, Wm, Wellingborough, Northampton, Chemist. June 1. Burnham, Wellingborough.

Alban, Thos Clifton, Guernsey, Captain. April 30. Crosse, Bell-yard, Doctors'-commons.

Ambler, Jeremiah, Baildon, York, Worsted Manufacturer. May 30. Spencer, Bradford.

Bottom, Chas, Newmarket St Mary, Suffolk, Gent. May 1. Kitcheners & Fenn, Newmarket.

Chase, Morgan Chas, Nottingham-pl, Lieut-Col. May 1. Radcliffe & Davies, Craven-st, Strand.

De Brett, Martha, Bishopsteignton, Devon, Widow. April 28. Deacon & Co, Paul Bakehouse ct, Doctors'-commons.

De Freville, Edwd Humphreys Greene, Hinxton Hall, Cambridge, Esq. May 1. Farrar & Co, Lincoln's-inn-fields.

Dickson, Sir Wm, Bart, Gloucester-rd, Hereford-sq, Brompton, Vice Admiral. May 9. Davies & Co, Warwick-st, Regent-st.

Ferris, Wm Jas, Richmond-rd, Paddington. May 15. Lucas, Lincoln's-inn-fields.

Gibbon, John, Llanhaden, Pembroke, Blacksmith. May 1. James, Haverfordwest.

Glover, Thos, Kettering, Northampton, Farmer. April 28. Douglas, Market Harborough.

Greenhalgh, Chas, St Catherine's-villas, New-rd, Hammersmith, Esq. May 1. Harwood, Cannon-st.

James, Wm, Chipping, Lancaster, out of business. April 17. Banks & Dean, Preston.

Knight, Geo, Belgrave-rd, Highgate. May 1. Stevens, Bucklersbury.

Langdon, Joseph, St Breiade's, Jersey, Gent. May 30. Pilgrim & Phillips, Church-ct, Lothbury.

Nichols, Richd, Ebury-st, Pimlico, Gent. May 8. Roberts, Moorgate-st.

Padgett, Betty, Clifton, York, Spinster. July 1. North & Sons, Leeds.

Parker, Benj, Jackfield, Salop, Barge Owner. April 27. Potts & Son, Broseley.

Reid, David, Newcastle-upon-Tyne, Goldsmith. June 21. Leadbitter, Newcastle-upon-Tyne.

Winter, Louisa, Buxted, Sussex, Widow. May 7. Jones, Lewes.

Robinson, Wm, Leeds, Gent. June 1. Shackleton & Whiteley, Leeds.

Robinson, Joseph, South Killingholme, Lincoln, Farmer. May 8. Brown & Son, Barton-on-Humber.

Shephard, Georgina, Lee, Kent, Spinster. April 24. Haynes, Lewisham.

Stroud, Geo, Chester-pl, Kennington. May 1. Parker, Bedford-row.

Thwaites, Sarah, Claypath, Durham, Single Woman. May 1. Marshall, Durham.

Ward, Thos Edwd, Chick, Denbigh, Esq. May 1. Richards, Llangollen.

Watson, Wm, Sturton, Lincoln, Farmer. May 19. Wood, Gainsborough.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 27, 1868.

Anderson, John, Taffs Well, Glamorgan, Draper. March 4. Comp. Reg March 25.

Arter, Geo, West Cowes, Isle of Wight, Grocer. March 4. Asst. Reg March 26.

Avis, Jas Kingdom, Birm, General Printer, March 12. Comp. Reg March 27.

Barnard, Arthur, Belvedere, Kent, Estate Agent, March 24. Comp. Reg March 27.

Beecham, Kennett, Dover, Kent, Baker. March 18. Asst. Reg March 26.

Berlack, Wm, Manch, Tailor. March 20. Comp. Reg March 25.

Roddington, Fredk, Leicester, Provision Dealer. March 16. Asst. Reg March 25.

Bostle, Thos, Bishopwearmouth, Durham, Glass Merchant. March 2. Asst. Reg March 24.

Botten, Wm, Wadhurst, Sussex, Baker. Feb 26. Asst. Reg March 25.

Brading, Thos, Newport, Isle of Wight, Manure Merchant. March 25. Comp. Reg March 26.

Brett, Daniel, Wells, Norfolk. Feb 27. Asst. Reg March 26.

Brown, Jas, Esher, Surrey, Brewer. March 17. Asst. Reg March 26.

Brown, Robt, Deal, Kent, Shipping Agent. Feb 29. Comp. Reg March 27.

Bevan, Thos, Lpool, Draper. March 23. Comp. Reg March 27.

Challen, John David, Marlborough, Wilts, Grocer. Feb 26. Comp. March 24.

Cohen, Joseph, Green-st, Leicester-sq, General Dealer. March 25. Comp. Reg March 26.

Cooke, Edwin, Leamington Priors, Warwick, Hatter. March 2. Comp. Reg March 27.

Cox, Wm, Cheadle, Hulme, Chester, Common Brewers. Feb 28. Asst. Reg March 26.

Currie, Wm, Bury, Lancaster, Draper. March 23. Asst. Reg March 26.

Dale, Geo, Elizabeth-ter, Jamaica Level, Bermondsey, Baker. March 24. Comp. Reg March 26.

Davys, Wm, & Walter Lee Davys, Old Charlton, Kent, Plumbers. March 23. Comp. Reg March 26.

Dawson, Robt, Chester-le-st, Durham, Provision Dealer. March 17. Comp. Reg March 24.

Donner, Chas, Hy, & Oscar Steweni, Kingston-upon-Hull, Merchants. March 12. Asst. Reg March 24.

Edwards, John, Bwich, Salop, Farmer. March 5. Asst. Reg March 27.

Ellis, Geo, Norton Lees, Derby, Farmer. March 3. Asst. Reg March 25.

Franklin, Benj, Church-st, Hackney, Tailor. Feb 28. Comp. Reg March 26.

Franklinski, Joseph Alex, Princes-sq, Bayswater, Gent. March 23. Comp. Reg March 26.

Gayford, Geo, Basinghall-st, Wine Merchant. Feb 26. Comp. Reg March 24.

Giles, Wm, Hampstead-rd, Baker. March 3. Comp. Reg March 26.

Green, Wm, Eckington, Derby, Licensed Victualler. March 16. Asst. Reg March 27.

Gregson, Marcus, & Christopher Duxbury, Over Darwen, Lancaster, Cotton Spinners. March 9. Comp. Reg March 27.

Hagar, John, West End, York, Farmer. March 4. Asst. Reg March 27.

Hargreaves, John, & Joseph Hargreaves, Lpool, Merchants. March 13. Comp. Reg March 25.

Harris, Edwd Wm, Sunbury, Beer Retailer. March 23. Comp. Reg March 27.
Harris, Jas, St Mary Church, Devon, Builder. March 3. Conveyance. Reg March 26.
Hart, John, Chertsey, Surrey, Leather Seller. March 9. Comp. Reg March 25.
Hazell, Robt Fredck, Enfield-ter, Windmill-rd, Builder. Feb 29. Asst. Reg March 27.
Higginson, Saml, Lpool, Commission Agent. March 14. Asst. Reg March 25.
Hill, Geo, Barnet, Herts, Builder. March 21. Comp. Reg March 27.
Hill, Christopher, Penrith, Glamorgan, Shipwright. March 2. Comp. Reg March 24.
Hitchins, Hy, King William-st, Granite Merchant. March 3. Asst. Reg March 27.
Holden, Hy, Brighton, Sussex, Furniture Dealer. March 23. Comp. Reg March 25.
Horne, Wm Barnes, Plumstead Common, Kent, Clerk. March 14. Comp. Reg March 26.
Jewell, John, Robt, Newport, Isle of Wight, Porter Merchant. March 24. Asst. Reg March 27.
Jones, Hy, Longueville, Brighton, Sussex, Tutor. March 11. Asst. Reg March 24.
Jones, John, Walsall, Stafford, Ironmaster. March 6. Comp. Reg March 25.
King, John, Stokenchurch, Oxford, Draper. March 18. Comp. Reg March 25.
Kingsland, Danl, North-end, Croydon, Baker. March 3. Asst. Reg March 25.
Koppel, Ludwig Wm, Cambridge-rd, Kilburn, Provision Dealer. March 23. Comp. Reg March 25.
Ladmore, Joseph, Chester, Builder. March 19. Asst. Reg March 24.
Lindsey, Chas, Strubby-with-Woodthorpe, Lincoln, Brickmaker. March 11. Asst. Reg March 26.
Lovell, Thos, High-st, Shadwell, Builder. Feb 28. Comp. Reg March 26.
Maber, Jas Geo, Bournemouth, Hants, Grocer. March 9. Comp. Reg March 27.
Madgin, Richd, jun, Hemingford-rd, Islington, Builder. Feb 26. Comp. Reg March 25.
Mann, Jas Hargrave, jun, & Benj Pead, Wickenham, Coach Builders. March 5. Asst. Reg March 26.
Martin, Jas, Wrexham, Denbigh, Plumber. Feb 25. Comp. Reg March 23.
Mason, Wm Hy, Brighton, Sussex, Print Seller. March 24. Comp. Reg March 25.
Morley, Richd, Stockpot, Chester, Candlewick Spinner. March 2. Asst. Reg March 27.
Morton, Jas, Portsea, Hampshire, Draper. March 24. Comp. Reg March 26.
Moses, Saml, Commercial-st, Whitechapel, Dealer in Glass. Feb 24. Comp. Reg March 23.
Motteram, Hy Geo, Farringdon Market, Shoe-lane. March 25. Comp. Reg March 26.
Price, Rees Penry Napoleon, Old Bond-st, Perfumer. March 10. Comp. Reg March 26.
Pugh, Eustace, Westerham, Kent, Draper. March 12. Comp. Reg March 26.
Ramsden, Geo, Leeds, Dyer. March 19. Asst. Reg March 26.
Richardson, Thos, King's-rd, Chelsea, Stay Maker. March 19. Comp. Reg March 27.
Robinson, Sarah, Lpool, Dealer in Boots. March 5. Asst. Reg March 24.
Savage, Joseph, Fareham, Southampton, Tailor. March 3. Asst. Reg March 27.
Schofield, Jas, Cowhill, Chadderton, Lancaster, Cotton Spinner. Feb 29. Asst. Reg March 27.
Shapley, Ralph, Stockport, Chester, Beerseller. March 23. Comp. Reg March 24.
Short, Jas Joseph, Charlotte-st, Ftzroy-sq, Heraldic Chaser. March 24. Comp. Reg March 25.
Smale, John, Commercial-pl, Notting-hill, Builder. March 19. Comp. Reg March 26
Spedding, Benj Joseph, Birkenhead, Chester. March 23. Comp. Reg March 27.
Staples, John, Newbury, Berks, Confectioner. March 10. Comp. Reg March 21.
Stephen, Robt, Ilfracombe, Devon, Draper. March 5. Asst. Reg March 27.
Stewart, Raynam, City-rd, Coal Merchant. March 14. Comp. Reg March 27.
Stone, Edward, Cornwall-villas, Tufnell-pk, Holloway, Gent. March 20. Comp. Reg March 26.
Stratford, Wm, Gloucester, Candlemaker. March 17. Asst. Reg March 26.
Thomas, Tom, Earl-st, Kensington, Stationer. March 24. Comp. Reg March 24.
Williams, Morgan, Dowlais, Glamorgan, Draper. March 10. Comp. Reg March 25.
Williams, Richd Geo, Rochester, Kent, Bootmaker. Feb 28. Asst. Reg March 25.
Wolfe, Wm, Nottingham, Plumber. March 24. Comp. Reg March 25.
Wright, Josiah, Luton, Bedford, Straw Plait Merchant. Feb 28. Comp. Reg March 25.

TUESDAY, March 31, 1868.

Ancell, Theodore, St Leonards, Chemist. March 27. Comp. Reg March 31.
Ancell, Wm, St Leonards-on-Sea, Sussex, Boarding-house Keeper. March 8. Comp. Reg March 24.
Armstrong, Wm, Sheffield, Draper. March 6. Asst. Reg March 28.
Austin, Richd Barnes, Aston Tirrold, Berks, Gent. March 30. Comp. Reg March 31.
Bell, Robt Wm, Tring, Herts, Draper. March 2. Comp. Reg March 27.
Blunsom, Thos Fredk, Dudley, Worcester, Hosier. March 14. Comp. Reg March 28.
Boyle, Geo, Bideford, Devon, Draper. March 11. Comp. Reg March 31.
Branson, Hy Albert, Plymouth, Devon, Chemist. March 23. Comp. Reg March 30.
Burgess, Birm, Linen Draper. March 16. Comp. Reg March 28.
Camp, Joseph, Manch, Boot & Shoe Dealer. March 9. Comp. Reg March 28.
Clark, Richd, Wakefield, Coachmaker. March 11. Asst. Reg March 31.
Copping, John, Lpool, Broker for the Sale of Ships. March 20. Asst. Reg March 31.
Dale Thos, Kingston-upon-Hull Engineer. March 26. Comp. Reg March 30.
Davey, Fredk, Bristol, Boot Maker. March 20. Comp. Reg March 30.
Deneulain, Fanny Maria, Craven-st, Strand, Lodging House Keeper. March 30. Comp. Reg March 31.
Denley, Eliz, Andoversford, Gloucester, Innkeeper. March 25. Asst. Reg March 30.
Down, Geo, Birm, Grocer. March 17. Asst. Reg March 28.
Drage, Alfred, Fenny Stratford, Buckingham, Grocer. March 26. Comp. Reg March 31.
Edlin, Vernon, Burlington-rd, Westbourne-pk, Clerk in Holy Orders. March 24. Asst. Reg March 31.
Eyre, Chas Alex, Blantyre-st, Chelsea, out of business. March 24. Comp. Reg March 31.
Forster, Sarah, & Geo Hy Forster, Mill-st, Hanover-sq, Mercers. March 3. Comp. Reg March 27.
Gorbell, Fras, Lerebours, Braintree, Essex, no trade. March 26. Comp. Reg March 31.
Green, Stephen, Walsall Wood, Stafford, Grocer. March 9. Comp. Reg March 31.
Haigh, Chas, Manch, Draper. March 30. Comp. Reg March 27.
Hansell, Jas, & Robt Alpe, Bennet-st, Stamford-st, Blackfriars-rd, Drapers. March 3. Comp. Reg March 31.
Harris, Hy John, Dorking, Surrey, Boot Dealer. March 18. Comp. Reg March 28.
Hill, John Pollard, & Joshua Hill, Wakefield, York, Slaters. March 10. Asst. Reg March 30.
Hitchen, John, & Thos Hitchen, Birm, Coach Manufacturers. March 7. Asst. Reg March 27.
Huntrods, Wm Medd, Whitby, York, Jet Ornament Manufacturer. March 19. Asst. Reg March 30.
Jones, Alfred, Preston, Lancaster, Tailor. March 12. Comp. Reg March 31.
Lawrence, Joseph Posford, Packington-st, Islington, Corn Merchant. March 17. Comp. Reg March 31.
Lucken, Edwin, Eastbourne, Sussex, Draper. March 14. Comp. Reg March 30.
Marchant, Wm, Mayfield, Sussex, Innholder. Feb 29. Asst. Reg March 27.
Moore, Thos Warton, Portsea, Southampton, Assistant Paymaster R.N. March 12. Comp. Reg March 31.
Morgan, Chas, Beaufort, Brecon, Grocer. March 15. Comp. Reg March 30.
Morse, Geo, Shrivenham, Berks, Baker. March 2. Asst. Reg March 30.
Murdock, Wm, Lower Shadwell, Sailmaker. March 4. Comp. Reg March 27.
Nelson, Jas, Newcastle-upon-Tyne, Publican. March 21. Comp. Reg March 28.
Newbold, Jas, Potters-bar, Middx, Common Brewer. March 27. Comp. Reg March 28.
Nurse, Geo, sen, Dudbridge, Gloucester, Coal Merchant. March 2. Comp. Reg March 30.
Parnacott, Saml, Vauxhall-st, Lambeth, Builder. March 19. Comp. Reg March 31.
Pemberton, Thos Hooke, Sedgeley, Stafford, Farmer. March 25. Comp. Reg March 31.
Pilshaw, Geo Hy, Runcorn, Chester, Builder. March 6. Comp. Reg March 28.
Prior, Jas, Queen's-ter, Windmill-rd, Croydon, Builder. Feb 28. Asst. Reg March 26.
Redford, John, Horley, Surrey, Butcher. March 7. Asst. Reg March 31.
Richmond, Wm, Mile End-rd, Corn Dealer. Feb 28. Comp. Reg March 27.
Robinson, Edwd Geo, Druggist's Assistant. March 10. Comp. Reg March 28.
Rowley, Jas, Bilston, Stafford, Japanner. Feb 29. Comp. Reg March 27.
Rutherford, Joseph, Newcastle-upon-Tyne, Publican. March 9. Comp. Reg March 28.
Scott, Wm Hy, Aylsham, Norfolk, Solicitor. March 12. Asst. Reg March 30.
Searle, Thos, Barnstaple, Devon, Ironmonger. March 4. Asst. Reg March 30.
Seddon, Jas, Lpool, Grocer. March 27. Asst. Reg March 30.
Smith, Joseph, Ironmonger, Keighley, York. March 25. Comp. Reg March 21.
Solomon, Joseph, St George's-st, St George's-in-the-East, Clothier. March 18. Comp. Reg March 31.
Stafford, Chas, sen, Bristol, Builder. March 4. Comp. Reg March 31.
Stephenson, John Boves, Whitby, York, Brewer. March 18. Asst. Reg March 30.
Taylor, Fredk Saml, Leicester, Grocer. March 6. Asst. Reg March 28.
Terry, John Clapham, Duckett-st, John-st, White Horse-lane, Beerseller. March 19. Comp. Reg March 30.
Tetley, Wm, & Joshua Tetley, Leeds, Ironfounders. March 6. Comp. Reg March 31.
Thomas, Wm, Blayton Farm, Devon, Farmer. March 28. Comp. Reg March 30.
Walker, Benj, Middleton, nr Manch, Publican. March 18. Asst. Reg March 31.
Ward, Wm, Thos, Coventry. March 11. Comp. Reg March 30.
Watt, Alex, Ashen-villas, Merton-rd, Wandsworth, Practical Chemist. March 25. Comp. Reg March 31.

Wheeler, John, Blaenavon, Monmouth, Grocer. March 16. Comp. Reg March 30.
Williams, Geo, Birm, Grocer's Assistant. March 20. Comp. Reg March 31.
Wilkinson, Thos, Coundon, Grocer. March 5. Asst. Reg March 31.
Young, Chas, Birm, Retail Brewer. March 27. Comp. Reg March 30.

Bankrupts

FRIDAY, March 27, 1868.

To Surrender in London.

Baserga, Louis, Farringdon-rd, Frame Maker. Adj March 18. April 15 at 2.
Baynton, Jas, Hunter-st, Brunswick-sq, Ink Stand Maker. Pet March 24. April 15 at 12. Boydell, Queen-sq, Bloomsbury.
Bracher, Wm, Field-rd, Forest-gate, Dissenting Minister. Pet March 23. Pepys. April 21 at 2. Earle, Charles-sq, Stepney.
Bradwell, John Chas, Prisoner for Debt, London. Pet March 23 (for pau). Roche. April 29 at 11. Popham, Basinghall-st.
Butt, Fredk Maxfield, Gosport, Hants, Corn Dealer. Pet March 18. Roche. April 15 at 1. Renard & Co, Barge-yard-chmbrs, Bucklersbury.
Campbell, John, Gt Marlborough-st, Publisher. Pet March 18. April 15 at 2.
Carter, John, Prisoner for Debt, London. Pet March 23. Roche. April 15 at 2. Ford, Arundel-st, Strand.
Collins, Robt, Prisoner for Debt, London. Adj March 18. Pepys. April 21 at 1.
Cornick, Reuben, Mill-hill, Dealer in Pigs. Pet March 23. Pepys. April 21 at 2. Marshall, Lincoln's-inn-fields.
Elliot, Edwd, Hertford-st, Bethnal-green, Shoemaker. Pet March 25. Murray, April 20 at 11. Lewis, Hackney-rd.
Floris, Geo Brooke, Prisoner for Debt, London. Adj March 18. Pepys. April 21 at 1.
Gullick, Wm Jas, Prisoner for Debt, Springfield. March 17. April 15. at 2.
Harris, Herbert, Cambridge-pl, Praed-st, Paddington, out of business. March 23. Pepys. April 21 at 2.
Hopkins, John Wm, Seymour-st, Connaught-sq. Assistant to a Surgeon. Pet March 11. Roche. April 15 at 2. Parker, King-st. Cheapside.
Howard, Ellen Mary, Cornwall-villas, Tuffnell-pk, Holloway, Widow. March 24. Roche. April 19 at 2. Chidley, Old Jewry.
Hughes, Hy, Prisoner for Debt, London. Pet March 21 (for pau). Pepys. April 21 at 11. Drake, Basinghall-st.
Jackson, Chas Hy, Crisp-ter, Blue Anchor-rd, Bermondsey, Pawnbroker. Pet March 19. April 8 at 1. Hicks, Orchard-st Portman-sq.
Jeffs, Edwd Jas, Brighton, Sussex, Auctioneer. Pet March 25. Pepys. April 24 at 12. Shiers New-inn, Strand.
Jones, Fredk, North Woolwich-rd, Barking-rd, Licensed Victualler, Pet March 16. April 15 at 2. Cox & Sons, Cloak-lane.
Jupp, Thos, Prisoner for Debt, London. Pet March 23 (for pau). Brougham. April 15 at 1. Drake, Basinghall-st.
Knights, Thos Palmer, Forncett, St Peter, Norfolk, Grocer. Pet Feb 4 Pepys. April 24 at 12. Sole & Co, Aldermanbury.
Ladd, John, Somers Town, Wandsworth General Shop Keeper. Pet March 25. Pepys. April 21 at 12. Padmore, Westminister-bridge-rd.
Lane, Chas, Lordship-lane, Dulwich, Baker. Pet March 23. Pepys. April 21 at 2. Pittman, Guildhall-chmbrs.
Marples, Saml Edwd, Ramsgate, Architect. Pet March 23. April 1. at 1. Mercer & Mercer, Mincing-lane.
Neave, Thos Livewell, Prisoner for Debt, London. Adj March 18. April 15 at 2.
Pack, Hy, Stratford New Town, Essex, Butcher. Pet March 23. Roche. April 15 at 1. Edwards, Bush-lane.
Paramor, Jas, Margate, Kent, Builder. Pet March 25. Murray April 11 at 12. Nind, Basinghall-st.
Parfitt, Chas, Prisoner for Debt, London. March 23 (for pau). Pepys April 21 at 1. Hopgood, King William-st, Strand.
Ryley, Benj, Royal-hill, Greenwich, Engineer. Pet March 23. Roche, April 15 at 1. Robertson, Martin's lane, Cannon-st.
Saunders, Geo, Laudport, Hants, Licensed Victualler. Pet March 23. Roche. April 15 at 1. Roberts, Leadenhall-st.
Shortreed, Pringle, Henfield, nr Brighton, Sussex. Pet March 24. Roche. April 15 at 2. Gill, jun Bedford-pl, Russell-sq.
Sparkes, John, Prisoner for Debt, London. March 14. Pepys. April 21 at 12.
Vince, Wm, Newmarket, Cambridgeshire, Draper. Pet March 17. Pepys. April 24 at 12. Whittington & Son, Dean-st, Finsbury-sq.
Wagstaff, Hy, Prisoner for Debt, London. Adj March 18. Pepys. April 21 at 1.
Warren, Wm, Prisoner for Debt, London. Pet March 23 (for pau). Pepys. April 21 at 2. Watson, Basinghall-st.
Webb, Chas Hamilton, Prisoner for Debt, London. Pet March 20 (for pau). Brougham. April 15 at 12. Fitch, Northumberland-st, Charing cross.
Whitehead, Edwd, Johnson-st, Stepney, Licensed Victualler. Pet March 21. April 15 at 11. Fitch, Northumberland-st, Charing cross.
Whiley, Jas, Cliff-hill, Gorleston, Suffolk, Fish Merchant. Pet March 23. April 15 at 12. Storey, King's-rd, Bedford-rd.
Wind, Joseph, Military-rd, Chatham, Tobacconist. March 20. Roche. April 29 at 11.

To Surrender in the Country.

Alford, Edmd, Dunstable, out of business. Pet March 24. Austin, Luton, April 8 at 10. Neve, Luton.
Ball, Thos Llewellyn, Merthyr Tydfil, Glamorgan, House Painter. Pet March 24. Russell. Merthyr Tydfil. April 7 at 12. Williams, Merthyr Tydfil.
Bates, Jas, Wolverhampton, Stafford, Brick Dealer. Pet March 21. Hill. March 8 at 12. James & Griffin, Birm.
Belsher, Sidney, Westbury, Wilts, Grocer. Pet March 25. Pinniger. Westbury, April 16 at 1. Dunn, Frome,
Belt, Wm, Kingston-upon-Hull, Plumber. Pet March 24. Philips. Kingston-upon-Hull. April 8 at 11. Summers, Hull.
Bevan, Edwin, Caerleon, Monmouth, Innkeeper. Pet March 25. Roberts, Newport, April 7 at 12, Morgan, Newport.
Brearley, Samuel, Prisoner for Debt, York. Adj March 17. Bradford. April 7 at 10.30.
Brewer, Chas, Kendal, Westmoreland, Groom. Pet March 23. Wilson, Kendal, April 7 at 10. Thompson, Kendall.
Bromich, Jas, Sheffield, Grocer. Pet March 24. Wake, Sheffield. April 15 at 1. Sugg, Sheffield.
Brown, Geo, Radford, Nottingham, Beerhouse Keeper. Pet March 19. Patchitt. Nottingham, April 8 at 10.30. Belk, Nottingham.
Burgess, Chas, Ash Parva, Salop, Farmer. Pet March 23. Tudor. Birm, April 17 at 12. Pearson, Market Drayton.
Butt, Hy, Swansea, Glamorgan, General Factor. Pet March 25. Wilde. Bristol, April 8 at 11. Simons & Morris, Swansea.
Carpenter, Wm Bennett, Brighton, Sussex, out of employment. Pet March 25. Evershed. Brighton, April 14 at 11. Bently, Brighton.
Collinson, Thos, Kingston upon-Hull, out of business. Pet March 25. Phillips. Kingston-upon-Hull, April 8 at 12. Chester, Hull.
Cox, Thos, Treherbert, Glamorgan, Outfitter. Pet March 24. Spickett. Pontypridd, April 8 at 12. Thomas, Pontypridd.
Crother, Benj, Prisoner for Debt, York. Adj March 17. Nelson. Dewsbury, April 9 at 3. Sykes, Heckmondwick.
Crittenden, Thos, Hastings, Sussex, Inkeeper. Pet March 25. Young. Hastings, April 13 at 11. Philbrick, Hastings.
Dart, Geo Wm, Plymouth, Shipwright. Pet March 24. Pearse. April, 8 at 11. Gidley, Plymouth.
Davies, Jas, Caerleon, Monmouth, Pet March 16 (for pau). Roberts. Newport, April 7 at 12. Graham, Newport.
Downey, Patrick, Cardiff, Glamorgan, Greengrocer. Pet March 24. Langley. Cardiff, April 13 at 11. Raby, Cardiff.
Duncan, Wm Clark, Wivelsfield, Sussex, Journeyman Baker. Pet March 16. Waugh. Cuckfield, April 7 at 11. Marshall, Lincoln's-inn-fields.
Eager, Geo, Lewes, Sussex, Grocer. Pet March 16. Blaker. Lewes, April 15 at 11. Hillman, Lewes.
Evans, Jas, Merthyr Tydfil, Glamorgan. Pet March 21. Russell, Merthyr Tydfil, April 7 at 11. Thomas, Pontypridd.
Firth, Joseph, Sheffield. Shop Keeper. Pet March 24. April 11 at 12. Binney & Son, Sheffield.
Funn, Alfred, Prisoner for Debt, Warwick. Adj March 21. Tudor. Birm, April 8 at 12. James & Griffin, Birm.
Gardiner, Jas Heath. Higher Broughton, nr Manch, Insurance Broker. Pet March 25. Macrae. Manch, April 7 at 12. Storer, Manch.
Garvey, Francis, Bradford, York, General Dealer. Pet March 24. Leeds, April 6 at 11. Bond & Barwick, Leeds.
Gouliet, Geo Oliver Ernest de Hahu, Plymouth, Devon, Gent. Pet March 23. Pearce. East Stonehouse, April 8 at 11. Gibson & Moore, Plymouth.
Greaves, Thos Hardy, Sneinton, Nottingham, Comm Agent. Pet March 23. Patchitt. Nottingham, April 8 at 10.30. Heath, Nottingham.
Harrell, Philip, Ugborough, Devon, Mason. Pet March 23. Bryett. Totnes, April 9 at 12. Michelmore, Totnes.
Hebden, John, Prisoner for Debt, Manch. Adj March 17. Kay. Manch, April 9 at 9.30.
Hibbert, Fred, Newark-upon-Trent, Nottingham, Butcher. Pet March 23. Newton. Newark, April 8 at 12. Ashley, Newark-upon-Trent.
Hodson, Joseph, Sheffield, File Grinder. Pet March 23. Wake, Sheffield, April 15 at 1. Binney & Son, Sheffield.
Holgate, Benj, West Kirby, Chester, out of business. Pet March 25. Lpool, April 8 at 12. Bratt & Co, Manch.
Howsham, Wm, Beltoft, Belton, out of business. Pet March 25. Leeds, April 22 at 12. Heathcote, Nottingham.
Jackson, Thos, Greenside, Pudsey, York, Stonemason. Pet March 24. Bradford, April 7 at 9.15. Harle, Bradford.
Jameson, Wm Hy, Everton, Lancaster, Accountant. Pet March 21. Hime. Lpool, April 7 at 3. Price, Lpool.
Jefferson, Joseph, Old Accrington, Lancaster, Joiner. Pet March 23. Bolton. Blackburn, April 20 at 1. Backhouse, Blackburn.
King, Wm, Lpool, Butcher. Pet March 25. Lpool, April 9 at 11. Worship, Lpool.
Knell, Abraham, Tonbridge, Kent, Miller. Pet March 24. Alleyne. Tonbridge, April 8 at 10. Palmer, Tonbridge.
Lane, John, Stonehouse, Devon, Refreshment-house Keeper. Pet March 23. Pearce. East Stonehouse, April 8 at 11. Robins, Plymouth.
Lea, Jas, Wigan, Lancaster, Grocer. Pet March 25. Macrae. Manch April 9 at 12. Atkinson & Co, Manch.
Llewellyn, Geo, Pontypool, Monmouth, Painter. Pet March 25. Edwards. Pontypool, April 13 at 12. Greenway & Bytheway, Pontypool.
Meredith, Chas, West Derby, nr Lpool. Pet March 24. Hime. Lpool, April 8 at 3. Grocott, Lpool.
Murcott, John, Joseph Wright, & Edwd Hadduck, Wolverhampton, Stafford, Iron Masters. Pet March 26. Hill. Birm, April 17 at 11. Manby, Wolverhampton.
Newbold, John, Edgehill, Lpool, Book-keeper. Pet March 25. Hime. Lpool, April 9 at 12. Worship, Lpool.
Nowell, Geo, Lpool, Master Mariner. Pet March 24. Hime. Lpool, April 8 at 3. Grocott, Lpool.
Postgate, Saml Hall, Scarborough, York, Wine Merchant. Pet March 26. Leeds, April 6 at 11. Glover, Scarborough.
Robbins, Joseph, Prisoner for Debt, Walton. Adj March 14. Lpool, April 9 at 11.
Rose, Alfred, Sheffield, Agent. Pet March 25. Leeds, April 15 at 12. Fernell, Sheffield.
Simpson, Geo, Masham, York, Innkeeper. Pet March 25. Leeds, April 6 at 11. Fisher & Son, Masham.
Southcott, Robt, Bristol, Grocer. Pet March 23. Wilde. Bristol, April 8 at 11. Taddy, Bristol.
Thomas, Thomas Evan, Neath, Glamorgan, Grocer. Pet March 23. Wilde. Bristol, April 8 at 11. Press & Co, Bristol.
Thompson, Foster, & Wm Harrison, Kingston-upon-Hull, Warehousemen. Pet March 19. Leeds, April 8 at 12. Spurr & Chambers, Hull.
Thorman, Wm, Nottingham, Licensed Victualler. Pet Feb 4. Tudor. Birm, March 31 at 11. Maples, Nottingham.
Tinsley, Thos Hy, & Joseph Wright, Tipton, Stafford, Chain Manufacturers. Pet March 24. Birm, April 8 at 12. Coldecott & Canning, Dudley.
Usher, Richd Geo, Beverley, York, Attorney's Clerk. Pet March 25. Crust. Beverley, April 11 at 4. Turner, Beverley.

Walker, Geo Hy, Prisoner for Debt, Nottingham. Adj Jan 14. Patchitt. Nottingham, April 8 at 10.30.
Whitby, John, Nottingham, Calf Dealer. Adj March 10. Patchitt. Nottingham, April 8 at 10.30.
Whitehead, John Wm, Marksbury, Somerset, Surgeon. Pet March 25. Wilde. Bristol, April 8 at 11. Palmer, Winster.
Whitfield, Thos, Liscard, Chester, Saddler. Adj March 24. Wason. Birkenhead, April 7 at 2.
Win, Geo, Alfreton, Derby, Builder. Pet March 26. Leeds, April 15 at 12. Smith, Derby.

To Surrender in London.

TUESDAY, March 31, 1868.

Baker, John, Bampton, Oxford, Innkeeper. Pet March 27. Murray. April 11 at 12. Kimber & Ellis, Gresham House, Old Broad-st.
Bird, Robt, Roscoe-st, Canning-town, Grocer. Pet March 26. Pepys. April 24 at 1. Layton, jun, Bow-rd.
Cruikshank, Alex, Garway-rd, Westbourne-grove, Jeweller. Pet March 26. April 20 at 11. Dobie, Basinghall-st.
Delloye, Oscar, St Swithin's-lane, Iron Roller. Pet March 16. Pepys. April 21 at 11. Shireff & Son, Fenchurch-st.
Diggins, Geo, Conrobert-st, Bethnal-green-rd, Brush Manufacturer. Pet March 25. April 15 at 1. Marshall, Lincoln's-inn-fields.
Edmonds, Wm, Prisoner for Debt, London. Adj March 20. April 20 at 11.
Frith, Jane Matilda, Prisoner for Debt, Southampton. Adj March 23. Pepys. April 24 at 2.
Garnham, Wm, East Surrey-grove, St George's-rd, House Agent. Pet March 23. April 15 at 12. Marshall, Lincoln's-inn-fields.
Heatley, Thos, jun, Prisoner for Debt, London. Pet March 28 (for pau). Brougham. April 20 at 12. Pittman, Guildhall-chambers, Basinghall-st.
Hunt, Thos, Prisoner for Debt, London. Adj March 20. April 2. at 11.
Hurt, Frank, sen, Upton-rd-villas, De Beauvoir-town, Comm Agent. Pet March 27. April 20 at 12. Wood, Basinghall-st.
Isler, Louis, Oval-rd, Regent's-park, Artist in Cameos. Pet March 26. Murray. April 11 at 12. Wood, Basinghall-st.
Ives, Susannah, Cambridge, Ladies' Shoemaker. Pet March 28. Pepys. April 24 at 2. Tarrant, Bond-ct, Walworth.
Jessup, Geo Park, Acorn-cottages, Meeting House-lane, Peckham, out of business. Pet March 27. Pepys. April 24 at 1. Moss, Stones End, Southwark.
Kane, Thos Hy, Palace-rd, Westminster-bridge-rd, Attorney-at-Law. Pet March 26. April 20 at 11. Brook, New-inn, Strand.
Martin, Thos, Prisoner for Debt, London. Pet March 27 (for pau). Roche. April 29 at 12. Drake, Basinghall-st.
Parker, John, Saxon-rd, Bow, Victualler. Pet March 26. Murray. April 20 at 11. Nash & Co, Suffolk-lane, Cannon-st.
Riddles, Hy, Appledore, Kent, Cattle Salesman. Pet March 26. Pepys. April 24 at 1. Langham & Son, Bartlett's-bldgs, Holborn.
Sainty, John, Prisoner for Debt, Norwich Castle. Pet March 23. Roche. April 20 at 12. Brighten, Bishopsgate-st Without.
Turner, Fredk, Minories, Coffee-shop Keeper. Pet March 28. Murray. April 20 at 12. Fullen, Moorgate-st.
Vogal, John, Virginia-row, Bethnal-green, Baker. Pet March 27. Murray. April 20 at 12. Webb, Euston-rd.
Weeks, David, Navy-row, Poplar. Pet March 26. Pepys. April 17 at 2. Linklaters & Co, Walbrook.
Williams, Wm, St John-st, West Smithfield, Licensed Victualler. Pet March 24. April 15 at 1. Buchanan, Basinghall-st.

To Surrender in the Country.

Anstey, John, Bristol, Hay Dealer. Pet March 27. Wilde. Bristol, April 11 at 11. Press & Co, Bristol.
Bell, Geo John, Prisoner for Debt, Norwich. Adj March 18 (for pau). Palmer. Norwich, April 13 at 11. Sadd, Norwich.
Betteridge, Thos, Woodville, nr Ashby-de-la-Zouch, Leicester, Earthenware Manufacturer. Pet March 27. Tudor. Birm, April 21 at 11. Denes, Ashby-de-la-Zouch.
Bowers, John Saml, Gosport, Hants, Tobacconist. Pet March 24. Howard. Portsmouth, April 18 at 12. Champ, Portsea.
Bunting, Wm, Grimstone, Norfolk, Baker. Pet March 24. King's Lynn, April 7 at 11. Nurse, King's Lynn.
Carr, Jas Hy, New Wortley, near Leeds, Dealer in Soap. Pet March 17. Marshall. Leeds, April 16 at 12. Harle, Leeds.
Clarke, Jas Alex, Southsea, Hants, Cabinet Maker. Pet March 24. Howard. Portsmouth, April 18 at 12 Champ, Portsea.
Davies, John, Narberth, Pembroke, Corn Merchant. Pet March 27. Wilde. Bristol, April 11 at 11. Brittan & Son, Bristol.
Dixon, Annie, Maria, Carlisle, Dealer in Fancy Wares. Adj March 17. Halton. Carlisle, April 14 at 11. Wannop, Carlisle.
Drane, Geo, Bardfield Saling, Essex, Blacksmith. Pet March 23. Wade. Dunmow, April 13 at 11. Johnson, Gt Dunmow.
Garner, Fras, Dudley, Worcester, Confectioner. Pet March 27. Walker. Dudley, April 14 at 12. Stokes, Dudley.
Handley, Theophilus, Tunstall, Stafford, Potter. Pet March 27. Challinor. Hanley, May 9 at 11. Sutton, Burslem.
Hilliman, John, Cinderhill, Sedgley, Stafford, Labourer. Pet March 26. Walker. Dudley, April 14 at 12. Barrow, Wolverhampton.
Houghton, Wm, Bury, Lancaster, Hay Dealer. Pet March 24. Grundy. Bury, April 17 at 9. Anderton, Bury.
Ireland, Hy Chas, Exeter, Dealer in Hay. Pet March 26. Daw. Exeter, April 13 at 11. Flood, Exeter.
Jackson, Chas, Hovingham, York, Shoemaker. Pet March 26. Wilson. New Malton, April 7 at 11. Dale, York.
Johnson, Benj, jun, Cinderhill, Stafford, Chemist's Assistant. Pet March 28. Walker. Dudley, April 14 at 12. Langman, Wolverhampton.
Jones, Hy, Oldbury, Worcester, out of business. Pet March 26. Watson. Oldbury, April 20 at 11. Shakespeare & Hartill, Oldbury.
Lewis, Edwin Alfred, Chorlton-in Medlock, Van Man Pet March 26. Kay. Manch, April 21 at 9.30. Elliott & Hampson, Manch.
Lines John, Prisoner for Debt, Warwick. Adj March 21. Guest. Birm, April 24 at 10.
Mortimer, Sarah, Headingley-cum-Burley, Leeds, Shopkeeper. Pet March 23. Marshall. Leeds, April 16 at 12. Elmsley, Leeds.
Needham, Geo, Longnor, Stafford, Draper's Assistant. Pet March 18. Allen. Leek, April 16 at 11. Johnson, Leek.
Nicholson, Hy, Prisoner for Debt, York. Adj March 17. Marshall. Leeds, April 16 at 12. Harle, Leeds.
Page, Srml, Pennett. Stafford, Licensed Victualler. Pet March 26. Tudor. Birm, April 17 at 12. Stokes, Dudley.
Park, Hy, Bristol, Artist. Pet March 26. Wilde. Bristol, April 11 at 11. Thick, Bristol.
Phippard, Joseph, Southsea, Hants, Baker. Pet March 24 Howard. Portsmouth, April 18 at 12. Champ, Portsea.
Pope, Wm Cooker, Staplegate, Canterbury, Baker. Pet March 27. Callaway. Canterbury, April 14 at 11. Minter, Folkestone.
Proffit, Geo, Monks Coppenhall, Chester, Labourer. Pet March 18. Broughton. Nantwich, April 2 at 10. Sheppard, Crewe.
Richardson, Chas Edwd, Colchester, Essex, Licensed Victualler. Pet March 26. Barnes. Colchester, April 18 at 11. Goode, Colchester.
Richardson, Robt, Lpool, out of business. Pet March 28. Lpool, April 16 at 11. Inman, Lpool.
Robertson, Jas, Lpool, Draper. Pet March 25. Lpool, April 17 at 11. Stone & Bartley, Lpool.
Rogers, Ann, Lpool, Confectioner. Pet March 27. Hime. Lpool, April 13 at 3. Grocott, Lpool.
Rollason, David, & Benj Rollason, Bradley, Stafford, Wire Manufacturers, Pet March 26. Hill. Birm. April 17at 12. Hays, Wolverhampton.
Ryder, Geo, Stillingfleet, York, Farmer. Pet March 20. Perkins. York, April 17 at 11. Mann, York.
Simpson, Geo, Clitheroe, Lancaster, Tailor. Pet March 26. Eastham. Clitheroe, April 14 at 10. Wheeler & Co, Clitheroe.
Stringer, Joseph, Wakefield, York, Flannel Manufacturers. Pet March 21. Leeds, April 20 at 11. Bond & Barwick, Leeds.
Tate, John, Darlington, Durham, Licensed Victualler. Pet March 24. Bowes, Darlington, April 7 at 10. Robinson, Darlington.
Taylor, John, Oldham, Lancaster, Attorney-at-Law. Pet March 21. Macrae. Manch, April 21 at 12. Cobbett & Wheeler, Manch.
Taylor, John, Leeds, Tailor. Pet March 24. Marshall. Leeds, April 16 at 12. Harle, Leeds.
Tomlin, John, Dover, Kent, Tobacconist, Pet March 26. Greenhow. Dover, April 13 at 12. Minter, Dover.
Voce, Hy, Bradmore, Nottingham, Butcher. Pet March 28. Patchitt. Nottingham, April 22 at 10.30. Belk, Nottingham.
Watkin, John, Coychurch, Glamorgan, Carpenter. Pet March 27. Lewis. Bridgen, April 17 at 12. Middleton, Bridgend.
Westmore, Joseph, Calbourne, Isle of Wight, out of business. Pet March 25. Newport, April 15 at 11. Joyce, Newport.
Wigley, Francis, Oaken-gates, Salop, Engine Fitter. Pet March 23. Newill. Wellington, April 22 at 11. Taylor, Wellington.
Williams, Joseph, Monk's Coppinghall, Chester, Ale Merchant. Pet March 27. Lpool, April 15 at 12. Cooke, Crewe.
Williams, Robt, Lpool, Warehouseman. Pet March 27. Lpool, April 16 at 11. Lpool, Pemberton.
Winson, Thos, Tupton Moor, Derby Blacksmith. Pet Nov 19. Wake. Chesterfield, April 14 at 11. Cutts, Chesterfield.
Withey, Thos Archer, Monmouth, Licensed Victualler. Pet March 27. Wilde. April 11 at 11. Williams, Monmouth.
Wood, Hy, Prisoner for Debt, Lancaster. Adj March 18. Hime. Lpool, April 14 at 3.
Wright, Geo, Balderton, Nottingham, Blacksmith. Pet March 27. Newton. Newark, April 15 at 12. Ashley, Newark-upon-Trent.
Young, Geo Wm, West Hartlepool, Durham, Hat Manufacturer. Pet March 27. Child. Hartlepool, April 14 at 11. Marshall, West Hartlepool.
Young, Fredk, Brynmawr, Brecknock, no occupation. Pet March 27. Shepard. Tredegar, April 21 at 11. Harris, Trodegar.